AGREEMENT
BETWEEN
UTICA COLLEGE
AND AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS
UTICA COLLEGE CHAPTER

EXPIRES MAY 31, 2000
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ARTICLE I
PREAMBLE

This is an agreement made and entered into as of June 1, 1997 by and between Utica College
(hereinafter called the employer or the College) and Utica College’s Chapter of American
Association of University Professors (hereinafter called AAUP-UC). In reference to the Chief
Administrative Officer of the College, whenever the term President is used in this Agreement,
the parenthetic (or designee) is automatically deemed a part of the term.

ARTICLE II
PURPOSE AND INTENT

The purpose of this Agreement is to set forth the rights and responsibilities of the parties to this
Agreement with the goal to create an atmosphere of excellence in education. Both parties agree
to strive together to insure the highest quality of service and professional standards of
education. It is with these goals in mind that they have entered into this collective bargaining
Agreement.

ARTICLE III
RECOGNITION

The College recognizes the AAUP-UC as the sole bargaining agent for the purpose of
collective bargaining in respect to terms and conditions of employment and rates of pay for the
bargaining unit as described below:

All full-time faculty members including non-tenured faculty members employed by terminal
contracts; Librarians I, II, or III; academic Program Directors and Coordinators; Higher
Education Opportunity counselors and coordinators; field work counselors; employed by Utica
College, but excluding all part-time faculty members; visiting and exchange faculty and
librarians; non-professional employees; administrative personnel; coordinators of clinical,
fieldwork, or internship education who are not full-time ranked faculty members, Dean of
Utica College; Associate Deans; Director of Continuing Education and Summer Sessions;
Director of the Library; Director of the Higher Education Opportunity Program; and all guards
and supervisors as defined by the Act; and all other employees.

ARTICLE IV
MANAGEMENT RIGHTS

Except as otherwise specifically provided herein and subject to the terms of this contract, all
rights, functions and prerogatives of management will remain vested in Utica College, such as,
but not limited to, the right to determine open positions, (see Article IX, A), to decide
qualifications of applicants (see Article IX, A), to appoint; renew or not renew appointments
(see Article IX, B), to grant tenure (see Article IX, C, I), to promote rank (see Article IX, D),
develop or reduce or eliminate programs of study (see Article XVI), to determine and schedule
the academic year, to decide the direction the College will take on financial matters, and the
control and development of all of its properties.
ARTICLE V
AGREEMENT SUBJECT TO APPLICABLE LAW

In the event any applicable law or court or administrative order or ruling shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order, or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE VI
NONDISCRIMINATION

The College affirms its commitment to Equal Opportunity/Affirmative Action and will not discriminate against any employee or applicant for employment, or any AAUP-UC member because of race, creed, color, age, national origin, sex, sexual preference, disability, disabled veterans, veterans of the Vietnam era, marital status, lawful political activity (assuming such activity or affiliation does not conflict or interfere with performance of College duties), or the employee's activity in the AAUP-UC, to the extent that discrimination is prohibited by law.

The AAUP-UC agrees to support the College's commitment to non-discrimination as described above.

ARTICLE VII
ACADEMIC FREEDOM

The bargaining unit member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

The bargaining unit member is entitled to freedom in the classroom in discussing his/her subject but shall avoid the persistent introduction of controversial matter which has no relationship to his/her subject.

Utica College bargaining unit members, as citizens and members of learned professions, recognize the urgency of their obligations in the light of their responsibilities to the subjects they teach, to their students, to their profession, and to the College. As persons of learning, they should remember that the public may judge the profession and the College by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not institutional spokespersons.

ARTICLE VIII
GOVERNANCE

A. COMMITTEES

All committees, with the exception the Merit Pay Committee, will report their deliberations and recommendations to the President through the College Council or other such representative body. Their decisions, with the exception the Merit Pay Committee, are only recommendations to the President who makes all final decisions. The President's decisions are not subject to appeal to the Board of Trustees.
In the event that the President rejects the recommendations of a committee, he/she will give reasons for his/her rejection.

The President may attend committee meetings as a nonvoting member. Nothing in this contract shall preclude student representation on committees (excluding Hearing Committee and Executive Committee) providing the student members do not exceed 20% of the committee; any student representatives on the Faculty Affairs Committee shall be non-voting members.

B. EXECUTIVE COMMITTEE

An Executive Committee will consider and develop proposals with respect to the academic and student programs of Utica College that are not the concern or responsibility of any standing committee as outlined in this Agreement. Nothing in this understanding shall preclude the recommendation or deliberation of committees not outlined in this Contract from presenting their findings to the President.

The Members of the AAUP-UC Governing Board as elected and/or appointed by the members of the Bargaining Unit will constitute the Executive Committee. Members of the Executive Committee may serve on one other standing committee with the exception of the Grievance Officer who may not serve on the Faculty Affairs Committee.

C. FACULTY AFFAIRS COMMITTEE

The Faculty Affairs Committee will consider applications for tenure, permanent appointment of librarians, promotion, appeals of negative decisions concerning reappointment of probationary faculty, requests for sabbatical leaves, and emeritus status, and other matters and proposals affecting the status of members of the bargaining unit.

The Committee shall be composed of nine (9) members with tenure or permanent appointment elected by members of the bargaining unit. The Committee will be composed of at least three (3) professors and three (3) associate professors or Librarians II or III. The committee will be chaired by the Dean of the College, who is a non-voting member. Every effort will be made to include at least one (1) woman and/or minority on the committee and one representative from each of the three (3) academic divisions. Members will not serve in the year they are candidates for promotion. Members will excuse themselves when any matters concerning them are before the Committee. The Grievance Officer of the AAUP-UC may not serve on the Faculty Affairs Committee.

D. CURRICULUM COMMITTEE:

The Curriculum Committee shall consist of five elected faculty members and one professional librarian and one administrator appointed by the President. The Dean of the College and the Registrar will be non-voting members. The Committee will elect its own chairperson and secretary.

The Curriculum Committee shall:

1. review and recommend for the President’s approval changes in course numbers and changes in course titles and descriptions;

2. recommend for the President’s approval changes in numbers of credit hours granted, changes in or additions to the courses and curricula offered by the College;
3. recommend for the President's approval standards and policies governing all permanent
courses and curricula offered by the College;

4. receive recommendations, study, and/or initiate action in regard to any curricular
matters that are of concern to the College.

E. ACADEMIC STANDARDS COMMITTEE

The Academic Standards Committee shall consist of six (6) members elected from the
bargaining unit in a manner determined by AAUP-UC. The Dean of the College, the Registrar,
and the Director of Student Development will be non-voting members. The Committee will
elect its own chairperson, and the Director of Student Development will serve as secretary.

The Academic Standards Committee shall:

1. recommend for the President's approval regulations affecting any aspect of academic
standing (such as attendance, withdrawal, eligibility, advanced credit, etc.);

2. recommend for the President's approval standards for honors and probation;

3. recommend for the President's approval action on all petitions involving academic
regulations and changes of grades already entered on the record;

4. review the records of, and recommend for the President's approval action on, students
having academic deficiencies;

5. recommend for the President's approval admissions standards and procedures, and
standards governing transfer of credit from other institutions;

6. receive recommendations, study, and/or initiate action in regard to any academic or
pedagogical matters that are of concern to the College.

F. HEARING COMMITTEE

The Hearing Committee shall consist of five members of the Bargaining Unit elected as
determined by the AAUP-UC. [At least three members shall be tenured members of the
faculty.] Upon written request of the affected bargaining unit member to the chairperson of the
Hearing Committee, the Committee shall review (1) cases in which there is an allegation of
violation of academic freedom as defined in this Agreement, (2) cases in which there is an
allegation that the procedures for renewal/non-renewal of appointment, tenure, or promotion
employed by the Faculty Affairs Committee or the President of the College were inconsistent
with the provisions of this Agreement, or (3) appeal of decisions of dismissal for cause for
faculty with continuous tenure, as described in Article IX, F.

In cases of alleged procedural violations, the Committee will not substitute its judgments on the
merit of actions by any body above, but shall be restricted to determining whether or not the
procedures employed were consistent with this Agreement. Upon substantiated and
documented findings of procedural violations, the Hearing Committee shall remand the case for
reconsideration by the appropriate body (or bodies). Such reconsideration should address
specifically the procedural defect cited by the Hearing Committee, and should be completed in a
timely manner. The Hearing Committee shall determine what constitutes a violation of
procedure in the above matters, but the Committee must assume responsibility for documenting
that the alleged violation has occurred.
Any member of the Committee who has a bias or interest concerning a case before the Committee, as determined by the AAUP Executive Committee, shall be deemed disqualified and shall be removed from the Hearing Committee for the period of consideration of the case. The Executive Committee shall appoint a temporary substitute.

G. PROFESSIONAL DEVELOPMENT COMMITTEE

The Professional Development Committee (PDC) will consist of five tenured faculty members elected by the Bargaining Unit and one non-voting member selected by the faculty member under periodic tenure review. There will be at least two full professors with no more than two members of the committee from a single division. The non-voting member is an associate member selected by the faculty member under review who serves only for that candidate’s consideration. There are no rank or divisional restrictions on the selection of the tenured associate member. The Dean is a non-voting ex officio member of the PDC.

H. MERIT PAY COMMITTEE

The Merit Pay Committee (MPC) will consist of six (6) tenured members elected by the Bargaining Unit. Two members must be from each of the academic divisions. The MPC shall determine merit raises based on demonstrated excellence in the three traditional areas of teaching, research, or service. The criterion for success, however, shall represent half of the total performance evaluation with professional accomplishment and service representing the other half. The MPC will consider Summaries of Professional Activity, student and peer evaluations of teaching, and/or other appropriate measures of excellence and effectiveness.

Every year, each faculty member and librarian with at least 3 years of service to the College will complete a Summary of Professional Activities which focuses on his or her accomplishments for the preceding twelve (12) months. The three academic division Associate Deans in consultation with the Dean of the College will evaluate these Summaries and forward to the Merit Pay Committee the names of faculty to be awarded merit pay increases. The three academic division Associate Deans and the Associate Dean and Director of the Library in consultation with the Dean of the College will evaluate these Summaries and forward to the Merit Pay Committee the names of librarians to be awarded merit pay increases. Those faculty and librarians not to receive a merit pay increase will receive a written explanation from the Associate Deans explaining their decision.

The MPC will determine amounts of merit pay allocation with greater amounts to be awarded for stronger performance such that 50% of the merit pool will be awarded to the top 25% of those being considered by the MPC, 40% of the merit pool will be awarded to the middle 50% of those being considered by the MPC, and 10% of the merit pool will be awarded to the remaining 25% of those being considered by the MPC. The MPC will weight the evaluation criteria in the same manner as the Associate Deans.

Members of the MPC eligible for merit raises will have their cases decided by the Associate Deans and Dean of the College and without a committee recommendation.

The MPC will make all final decisions on allocation. Merit pay decisions are not open to appeal.

HEOP counselors will also be eligible for merit pay. The method for evaluating performance and allocating merit pay will be negotiated by the AAUP-UC and the College by May 31, 1998, but is expected to follow the same methods and allocations currently being developed for other professional staff.
I. CONSULTATION

The Dean and/or the Associate Deans shall consult bargaining unit members on matters affecting curriculum and staffing in their disciplines and in the design and development of Utica College as a viable institution.

ARTICLE IX
FACULTY

A. APPOINTMENTS AND REASSIGNMENTS

Requests for new positions or replacements for faculty positions originate with Associate Deans, program directors, or faculty within the discipline in which the position is sought, or the President. The request shall be in writing and contain justification for the position as well as the academic qualifications required for the position. The approval of the President is required before the appointment can be made.

Individual faculty members may teach particular courses that they are qualified to teach in other divisions with the concurrence of the Associate Deans and the approval of the President.

If a faculty member's request for reassignment to a different division is approved by the President after consultation with the affected divisions, the faculty member's promotion and tenure recommendations will be made only by the tenured faculty of the division to which the faculty member has been reassigned.

Up to a maximum of three (3) years full-time service at another college or university may be credited to the new faculty member. The exact number of years credited will be negotiated between the new faculty member and the Associate Dean of the relevant division at the time of the appointment and finalized by the end of the new faculty member's first semester of teaching. In the event that the Associate Dean and the new faculty member cannot reach an agreement, the President of the College will make a final and binding decision.

B. RENEWAL OF APPOINTMENTS

The recommendation to the President to renew or not to renew an appointment in the first three (3) years of a faculty member's service at the College is the prerogative of his/her Associate Dean after consultation with the tenured faculty of the Division in a meeting called for that purpose. The recommendation is subject to the approval of the President. In cases where nonrenewal is recommended by the Associate Dean, the affected bargaining unit member shall have the right to present his/her case in person to the President. Declaration of intent to present his/her case to the President must be made, in writing, within ten (10) working days of notification of nonrenewal of appointment. The affected bargaining unit member shall have the right to request the assistance of another bargaining unit member in presenting his/her case to the President. Faculty members in their fourth or fifth year of service at the College whose renewal of appointment is not recommended by the Associate Dean and the tenured faculty of the Division shall have their cases considered by the Faculty Affairs Committee. An individual who has elected to accept two or three years credited service upon appointment has waived the right to a Faculty Affairs Committee review of a negative decision for renewal in the fourth or fifth year of credited service at the College. The President's decisions are not subject to appeal to the Board of Trustees.
C. TENURE

Tenure is the granting of a continuing appointment at Utica College to the faculty members represented by the AAUP-UC who have served a probation period and who have met the criteria outlined in this section. Tenure may be terminated for financial exigency, discontinuation of academic programs, or for adequate cause. In the case of termination of tenure for cause, the burden of proof by the standard of clear and convincing evidence concerning the cause rests with the College.

The maximum probation period at Utica College is seven years. Notice should be given at least one year prior to the expiration of the probation period if the faculty member is not to be continued in service after the expiration of that period. Leaves of absence are not normally considered as periods of service in rank. However, persons applying for leave of absence under conditions which they feel should be afforded such consideration can apply to the Faculty Affairs Committee for consideration of time in rank credit based on the academic merit of the particular experience associated with the leave.

The probation period gives candidates time to prove themselves, and their colleagues time to observe and evaluate the candidates on the basis of performance in their position rather than only on the basis of education, training, and recommendations.

1. Procedures

Faculty members under consideration for tenure are responsible for updating their Summary of Professional Activities Form and submitting to their Associate Deans any additional material which they think may help in consideration of their professional circumstances. To help in its deliberations the Faculty Affairs Committee will receive a recommendation from the relevant Associate Dean, who may appear before the Committee, a recommendation from the tenured faculty of the candidate's division, relevant materials submitted by the candidate, and any other materials deemed necessary by the Committee.

The Faculty Affairs Committee recommends to the Administration that tenure be granted or denied. In the event of an irreconcilable disagreement, the recommendations of both the Faculty Affairs Committee and the Dean of the College will be forwarded to the President for his/her consideration. The decision to grant or deny tenure is ultimately the prerogative of the President and the Board of Trustees of Utica College. Candidates will be notified in writing by the President of the award or denial of tenure.

2. Criteria

The criteria for tenure must include the expected accomplishments listed in the evaluation categories in this section. In addition, the candidate is expected to have the appropriate educational background, which in most cases would be the terminal degree in his/her field. However, while the terminal degree is normally expected, under some circumstances candidates without such a degree may be considered for tenure. Finally, other specific needs of the candidate's academic division, such as balance and future plans concerning the direction of the division and the College, will be used in making the tenure decision.

Evaluation categories will be as follows:

a. Teaching. The candidate should show outstanding ability and interest in teaching. In addition to evaluating classroom performance, the Committee will consider the candidate's activities as an academic advisor and work done with students outside the classroom. The Committee may use student opinionnaires and evaluation by colleagues
in judging teaching performance. Creative teaching, the innovation of courses and
programs, and the improvement of existing courses will also be taken into
consideration.

b. Professional Accomplishment. The candidate should show evidence of creative
activity in his/her field. Scholarly publication, including either books or articles in
reputable journals, is one measure of professional accomplishment. The Committee will
consider other evidence of creative activity besides publication. Publication is desirable
but not absolutely necessary for tenure and promotion.

c. Service. A candidate should show evidence of meritorious service to the teaching
profession, the College, and the community at large. Service in the AAUP-UC shall be
recognized as such service.

D. PROMOTION

The Associate Dean will request a current Summary of Professional Activities from the
candidate, which the Associate Dean will review prior to submitting it to the Faculty Affairs
Committee. The Associate Dean will call a meeting of the tenured members of the faculty of the
division to discuss the qualifications of the candidates who have chosen to be considered for
promotion. The vote and recommendations of the tenured members of the division will be
forwarded to the Faculty Affairs committee. The Associate Dean will also submit an
independent recommendation to the Committee.

The Faculty Affairs Committee recommends to the Administration that promotions be granted
or denied. In the event of an irreconcilable disagreement, the recommendations of both the
Faculty Affairs Committee and the Dean of the College will be forwarded to the President for
his/her consideration. The decision to grant or deny promotion is ultimately the prerogative of
the President and the Board of Trustees of Utica College. Candidates will be notified in writing
by the President of the award or denial of promotion.

1. Procedures for Faculty Promotion

a. Educational Background. Although the terminal degree is normally considered
essential, lack of such a degree will not preclude candidates from consideration for
promotion provided they have the other prerequisites listed below.

b. Time in Rank

(1) To be considered for promotion:

(a) from Instructor to Assistant Professor, candidates must be serving in no
less than the second year of their instructorship;

(b) from Assistant Professor to Associate Professor, candidates must be
serving in no less than the fourth year of their assistant professorship;

(c) from Associate Professor to Professor, candidates must be serving in no
less than the fifth year of their associate professorship;

(2) Variations from these minimum time requirements will be considered only
under conditions of the most exceptional performance with regard to the stated
criteria for promotion, and require recommendation of the Associate Dean and the
tenured faculty of the candidate’s division to come before the Faculty Affairs
Committee for a vote as to whether or not to consider such a promotion.

(3) No one is entitled to promotion merely because of length of service.
Accomplishment and not time in rank is the essential criterion.

(4) Leaves of absence or sabbaticals are not normally considered as periods of
service in rank. However, persons applying for leaves of absence under conditions
which they feel should be afforded such consideration may apply to the Faculty
Affairs Committee for consideration of time in rank credit, based on the academic
merit of the particular experience associated with the leave.

(5) Exchange teaching, approved by the college administration, will be granted time
in rank service.

(6) There will be a one-year limit on such leave credit.

(7) In all cases, approval of time in rank credit should be obtained from the
President before undertaking the leave of absence.

2. Evaluation Categories:

a. Teaching. The candidate should show outstanding ability and interest in teaching.
In addition to evaluating classroom performance, the Committee will consider the
candidate’s activities as an academic advisor and work done with students outside the
classroom. The Committee may use student opinionnaires and evaluation by colleagues
in judging teaching performance. Creative teaching, innovation of courses and
programs, and the improvement of existing courses will also be taken into
consideration.

b. Professional Accomplishment. The candidate should show evidence of creative
activity in his/her field. Scholarly publication, including either books or articles in
reputable journals, is one measure of professional accomplishment. The Committee will
consider other evidence of creative activity besides publication. Publication is desirable
but not absolutely necessary for promotion.

c. Service. A candidate should show evidence of meritorious service to the teaching
profession, the College, and the community at large. Service in the AAUP-UC shall be
recognized as such service.

d. Leadership. For promotion to Professor the candidate should have demonstrated
leadership in any or all of the above (a, b, c) evaluation categories. Leadership cannot
be succinctly defined but will be considered as “leadership by example.”

E. PROCEDURES FOR APPEAL

Applicants for promotion, tenure, and reappointment who are not recommended by the Faculty
Affairs Committee or the Dean have the right to appeal the decision. (For appeals pertaining to
procedure, see Article VIII, F). The intent to appeal must be forwarded in writing within ten
(10) working days of the receipt of the decision to the Dean and the Chair pro tempore of the
Faculty Affairs Committee. The burden of proof rests with the appellant. The proceeding of
appeal will commence within fourteen (14) working days after receipt of the written intent to
appeal.
The affected bargaining unit members have the right to present their objections to the decisions to the Dean and/or Faculty Affairs Committee. They have the right to present their cases with the assistance of a bargaining unit member of their choosing.

In the event the President is unable to render a final decision because of conflict of interest or other reason, the President shall designate a person to act in his or her place and the decision of that person shall be final and not subject to appeal to the Board of Trustees.

Matters involving tenure, promotion, and reappointment are not subject to the grievance procedures outlined in Article XVII, but are limited to the procedure outlined in this Article.

F. DISCIPLINARY PROCEDURES

1. Procedures Not Resulting In Dismissal

See ARTICLE XII.

2. Procedures for Termination of Appointments with Continuous Tenure Or of Probationary Appointments Before the End of the Specified Term.

a. Dismissal of faculty members with continuous tenure, or of probationary appointment before the end of the specified term, may occur for adequate cause such as, but not limited to, disregard of duties, incompetence, moral turpitude, or actions which knowingly disrupt the educational processes and functions of the College. Dismissal will not be used to restrain faculty members in their exercise of academic freedom or their constitutional rights. The burden of demonstrating adequacy of cause shall rest with the administration.

b. Dismissal of a faculty member for cause will be preceded by:

(1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement;

(2) informal inquiry by the Faculty Affairs Committee which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President;

(3) a statement of reasons, framed with particularity by the President.

c. During the preliminary proceedings or any ensuing formal proceedings, the faculty member may be suspended, or assigned to other duties in lieu of suspension. The College may decide to suspend with or without pay. A suspension which is intended to be final is a dismissal and will be treated as such.

During the suspension, health insurance and life insurance will continue. The College will pay the expense of these benefits. If the suspension is without pay and the dismissal is not upheld, the College will reimburse the employee for lost salary.

d. If no resolution can be reached in the preliminary proceedings stated in b, the AAUP-UC may decide to initiate a formal proceeding. An arbitration panel comprised of a member of the Utica College faculty, a Utica College administrator, and an arbitrator agreed upon by the two aforementioned parties, shall be constituted. The selection of the arbitrators and the procedures for the formal proceedings shall follow the American Arbitration Association rules.
e. (1) The submission to arbitration must occur within ten (10) working days of receipt of the President’s statement of reasons noted in 2., b., (3). The decision of the arbitrators shall be final and binding to both parties.

(2) The arbitrators shall have no power to add to, or subtract from, or change any provision of this Agreement, nor shall they have the power to imply any obligation not expressly set forth in this Agreement.

(3) The fees and expenses of the arbitrators shall be shared equally by the College and AAUP-UC.

(4) Unless the dismissal is submitted to arbitration within the ten (10) working days noted herein set forth, and which may be extended only by the written consent of both the College and AAUP-UC, it shall be deemed that the parties have waived the right to arbitration and the matter shall be deemed closed.

G. Sabbatical Leaves

Tenured faculty members are eligible for a sabbatical leave every seventh year. This leave may be for one semester at full pay or for one academic year at half pay and benefits. Detailed application, accompanied by the Associate Dean’s recommendation, must be submitted to the Dean of the College by December 1 of the previous year. The Faculty Affairs Committee will recommend sabbatical leaves for the Dean’s approval on the basis of the proposal’s academic merit and the expected benefit to the College. Neither the Committee’s recommendations nor the Dean’s decisions are open to appeal.

H. Emeritus Status

The Faculty Affairs Committee may recommend for the President’s approval emeritus status, an honored status for retired employees.

1. A faculty member shall have completed a minimum of ten (10) years of service at Utica College and shall have submitted to the President a written declaration of retirement to be eligible for emeritus status recommendation.

2. The faculty member must be in good standing at Utica College.

3. If a faculty member has fifteen (15) years in rank and the recommendations of the tenured members of his/her division and his/her Associate Dean, the Faculty Affairs Committee may recommend a terminal promotion at the time emeritus status is recommended. The committee’s recommendation is not open to appeal.

4. Upon granting of Emeritus Status, the bargaining unit member shall be entitled to use their College title with the emeritus designation, receive free use of the College library, recreational facilities, and the current faculty discount at the college bookstore and for intercollegiate sports.

I. Teaching Load

The teaching load of each division shall be planned so that the Division and its members can provide for the student credit hours of courses throughout the day and evening for each semester. The scheduling of courses shall be the responsibility of the Associate Dean for each division.
1. The required teaching load of a full-time faculty member shall not exceed twenty-four (24) classroom contact hours per academic year. All full-time members of the faculty shall be eligible to apply for compensated overload, not to exceed one course per semester, at the then prevailing overload rate, and assignment shall be by the Dean.

2. Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the Associate Dean or Dean, to attend scheduled meetings of the Division and the College, including Commencement and Convocation, to provide accurate and timely reports as requested by the College concerning student evaluations and enrollment; shall arrange, schedule, and hold office hours at times reasonably convenient to students; assist in registration and orientation during the academic year, provide syllabi, administer teaching evaluations in their classes, and complete other appropriate college duties.

3. In those cases where the nature of the workloading as outlined so far is inappropriate, the following provisions will be employed:

   a. The affected faculty member will submit in writing with the assistance of the President of the AAUP-UC to the Associate Dean the planned workloading (consistent with the needs of the approved program) for each semester. Upon approval of the plan by the Associate Dean, the plan will be submitted for approval to the President by the Associate Dean.

   b. In those cases where a faculty member has more than three (3) course preparations in a semester, or extra heavy responsibilities other than classroom instruction are required of a faculty member, a commensurate reduction in teaching load may be approved by the President.

   c. Such special arrangements for faculty when approved shall be forwarded to the AAUP-UC.

J. PROFESSIONAL DEVELOPMENT COMMITTEE

1. Every tenured faculty will be reviewed on a periodic basis in compliance with State Education Department requirements.

2. It will occur every five years after tenure, with the five-year intervals resetting with a promotion. Those anticipating retirement within three years may elect not to be reviewed provided there is a written declaration of retirement.

3. The candidates will supply three reflective statements (one for each of the traditional criteria: teaching, professional accomplishments, and service). These statements should be supplemented with supporting documents - articles, papers, evidence of teaching effectiveness, etc.

4. While there is a summative aspect to the review, the underlying philosophy of the process is formative, and the focus is to be developmental. The Professional Development Committee (PDC) will review the materials and meet with the candidate. The committee will make formative and summative recommendations, which are then sent to the Dean.

5. The committee will recommend whether to allocate the budgeted amount ($550) to base salary or to the faculty development fund. If the PDC recommends allocating the funds to salary, a candidate may elect to place $3,000 (in lieu of the salary base increase) into a
restricted account for the candidate’s purchase of equipment (to be College-owned), travel, or supplies.

6. When further faculty development is indicated in one or more of the three areas, the candidate is expected to develop a plan in consultation with the Dean as a procedure for applying for support from the faculty development fund. A candidate who feels significant progress has been achieved may request an early review (in the third or fourth year) at which time the candidate will be eligible for the salary base increment.

7. Applicants who do not receive a favorable review by the PDC or the Dean have the right to appeal the decision. The appeal must be forwarded in writing within ten (10) working days of the receipt of the decision to the Dean and the Chairperson of the PDC. The appeal hearing will commence within fourteen (14) working days after receipt of the written intent to appeal. The affected faculty member has the right to present his or her objections to the decision in person to the Dean and PDC. He or she has the right to present the case with the assistance of a tenured faculty member of his or her choosing. The PDC makes a recommendation to the Dean, but the final decision rests with the Dean. The Dean’s decision is not open to appeal. This review process and any results therefrom cannot be used in any disciplinary proceeding under Article IX, F.

ARTICLE X
LIBRARIANS

A. APPOINTMENTS

All appointments to the position of librarian will be made by the Director of the Library on a fiscal year basis. A search committee of three will be created from the professional staff to assist and recommend candidates to the Director for appointment to open positions.

The probation period gives candidates time to prove themselves and their colleagues time to observe and evaluate the candidates on the basis of performance in their position rather than only on the basis of education, training, and recommendations. The first three years of employment are recognized as the probation period. If the first year of employment involves an appointment which begins after October 15, that year shall not count toward the three year probation period.

B. RENEWAL OF APPOINTMENTS

The decision to renew or not to renew appointments prior to the granting of permanent appointment is the prerogative of the Director of the Library working in concert with the librarians holding permanent appointment in a meeting called for that purpose. The decision is subject to the approval of the President.

Notice of non-reappointment, or of intention not to recommend reappointment, should be given in writing in accordance with the following standards:

1. Not later than March 1 of the first year of service, if the appointment expires at the end of that fiscal year.

2. Not later than December 15 of the second year of service, if the appointment expires at the end of that fiscal year.
3. At least twelve months before the expiration of an appointment after two or more years in the institution.

C. PERMANENT APPOINTMENT

1. Procedure

Librarians under consideration for permanent appointment are responsible for updating their Summary of Professional Activities Form and submitting to the Director of the Library any additional material which they think may help in consideration of their professional circumstances. The Director of the Library will call a meeting of the librarians holding permanent appointment to discuss the qualifications of the candidates who are being considered. When there are fewer than three librarians with permanent appointment, the Dean of the College in consultation with the Director of the Library may appoint a maximum of two (2) voting representatives to this meeting. The vote and recommendations of this meeting will be forwarded to the Faculty Affairs Committee. The Director of the Library will also submit an independent recommendation to the Committee. To help in its deliberations the Faculty Affairs Committee may also receive relevant materials submitted by the candidate and any other materials deemed necessary by the committee.

The Faculty Affairs Committee recommends to the President for his/her approval that permanent appointment be granted or denied. Candidates will be notified in writing by the President of the award or denial of permanent appointment.

2. Criteria

The criteria for permanent appointment must include the expected accomplishments listed in this section.

Evaluation categories will be as follows:

a. Librarianship: Candidates should demonstrate excellence in the acquisition, organization or retrieval of library resources. Evaluation by colleagues, creative or innovative activities within specific areas of responsibility may be considered in judging performance.

b. Professional Accomplishment: Candidates should demonstrate participation in professional activities in the areas of academic librarianship such as, but not limited to, library consortia and network development, computer applications, and professional organizations.

c. Service: Candidates should show evidence of meritorious service to librarianship, the College, and the community at large. Service in the AAUP-UC shall be recognized as such service.

D. PROMOTION

The Director of the Library will request a current Summary of Professional Activities from the candidate which the Director of the Library will review prior to submitting it to the Faculty Affairs Committee. The Director of the Library will call a meeting of the librarians holding permanent appointment to discuss the qualifications of the candidates who have chosen to be considered for promotion. When there are fewer than three librarians holding permanent appointment, the Dean of the College in consultation with the Director of the Library may appoint a maximum of two (2) voting representatives to this meeting. The vote and
recommendations of the meeting will be forwarded to the Faculty Affairs Committee. The Director of the Library will also submit an independent recommendation to the Committee. Recommendation for promotion for librarians will be made to the President by the Faculty Affairs Committee. Candidates will be notified in writing by the President of the award or denial of promotion.

1. Education: The MLS shall be considered the terminal degree for librarians. Lack of an additional degree shall not preclude librarians from consideration for promotion provided they have the other prerequisites listed below.

2. Time in rank: To be considered for promotion in rank:

   a. from Librarian I to Librarian II; candidates must have completed no less than two years in the rank of Librarian I.

   b. from Librarian II to Librarian III; candidates must have completed no less than three years in the rank of Librarian II.

No one is entitled to promotion merely because of length of service. Accomplishment and not time in rank is the essential criterion.

3. The evaluation categories are the same as those used for evaluating candidates for permanent appointment.

E. PROCEDURES FOR APPEAL

Applicants for promotion or permanent appointment who are rejected by the Faculty Affairs Committee or the Dean have the right to appeal the decision. (For appeals pertaining to procedure, see Article VIII, F). The intent to appeal must be forwarded in writing within ten (10) working days of the receipt of the decision to the Dean and the Chair pro tempore of the Faculty Affairs Committee. The burden of proof rests with the appellant. The proceeding of appeal will commence within fourteen (14) working days after receipt of the written intent to appeal.

The affected bargaining unit members have the right to present their objections to the decisions to the Dean and/or Committee. They have the right to present their cases with the assistance of a bargaining unit member of their choosing.

Matters involving promotion or permanent appointment are not subject to the grievance procedures outlined in Article XVII, but are limited to the procedure outlined in this Article.

F. REDUCTION OF LIBRARIAN STAFF

In the event of a reduction in staff of professional librarians, the librarian with least service will be affected first, providing the more senior librarian has the skill and ability to perform the required work. In the event that a librarian with three or more years of service is terminated for cause, the affected librarian has the right to present his/her objections to the decision to the Faculty Affairs Committee and/or to the President, with the assistance of a bargaining unit member as he/she decides, within 10 calendar days of notice of termination. Termination for cause is not subject to the grievance procedure as outlined in Article XVII but is limited to the aforementioned review.
G. VACATION

Vacation of twenty (20) days will be granted on the one year anniversary date of full employment and on each subsequent June 1. Vacation is to be taken at the mutual convenience of the Librarian and the Director of the Library and must be taken during the fiscal year (June 1-May 31) in which it is granted. Vacation not taken by May 31 of the year in which it was granted will be forfeited.

During the probation year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director of the Library, a librarian may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Librarians who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the fall term and during the Spring vacation. All librarians are eligible upon employment. These short periods must be taken during the recess or, if a librarian must cover a schedule during one of these periods, compensatory time is to be taken within a reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the Library Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

H. LEAVE OF ABSENCE

Upon completion of one year’s credited service, a librarian may apply for a leave of absence, with or without pay and/or benefits depending on the purpose of such leave.

Leaves may be requested for a period up to one year (12 months) and are subject to the final approval of the President, based on recommendation by the Director of the Library.

Applications for leaves of absence should be submitted to the Director of the Library at least six (6) months before the requested start date of the leave. Application should include all details and accompanying statements necessary for the Director of the Library to process the recommendations. The Leave of Absence may not be used to accept paid employment elsewhere during the period of the leave except that the recipient of a leave may receive financial assistance in the form of fellowships, grants, honoraria or scholarships without prejudice to the conditions of the leave.

Service credits do not normally accumulate during the leave although service acquired prior to the leave will be protected during the period of the leave. However, persons applying for a leave of absence under conditions which they feel should be afforded such consideration can apply to the Faculty Affairs Committee for consideration of service credit based on the academic merit of the particular experience associated with the leave.

Failure to return to work upon expiration of leave or acceptance of employment elsewhere during the period of leave will be considered voluntary termination.

I. ALTERNATIVE WORK SCHEDULES

Librarians will have the option of adopting alternative weekly work schedules when such a schedule does not have a disadvantageous impact on library service and has been approved by the Director of the Library.
ARTICLE XI
HEOP REPRESENTED PERSONNEL

A. APPOINTMENTS

All appointments to the staff of HEOP will be made by the Director on a fiscal year basis. The first full year of employment is recognized as the probation period. Upon satisfactorily completing the probation period the employee will be informed in writing that he/she has been granted a permanent appointment. During the probation period the employee who has not been judged to meet the requirements of the position can be terminated with one month’s notice. Employees with more than one year of service will be granted three months notice of termination (except for cause).

B. REDUCTION OF STAFF

In the event of a reduction in staff of HEOP personnel, the employee with the least service will be affected first, providing the more senior employee has the skill and ability to perform the required work.

C. VACATION

Vacation of twenty (20) days shall be granted on the one year anniversary date of full employment and on each subsequent June 1. Vacation is to be taken at the mutual convenience of the employee and the Director and must be taken during the fiscal year June 1-May 31) in which it is granted. Vacation not taken by May 31 of the year which it is granted will be forfeited.

During the probation year, but within the fiscal year in which he/she will attain one full year of service, with the approval of the Director, an employee may schedule vacation time without pay, and be reimbursed at the end of the full year of service.

Employees who are actively employed also receive one-half the number of working days which occur during the student vacations at the end of the Fall term and during Spring vacation. All employees are eligible upon employment. These short periods must be taken during the recess or, if an employee must cover a schedule during one of these periods, compensatory time is to be taken within reasonable time thereafter, preferably within one month. Such vacation time will be taken at the mutual convenience of the employee and the HEOP Director.

If a written request is sent by the employee to the Office of the Comptroller at least ten (10) working days prior to a scheduled vacation, a check for any pay day falling within the scheduled vacation will be available on the day before the vacation commences.

ARTICLE XII
PROGRESSIVE DISCIPLINE

Progressive discipline is a procedure designed to identify and resolve performance and/or behavior problems. It provides a structure for the College and bargaining unit members to work closely and systematically together when bargaining unit members are consistently not meeting their contractual duties.

The steps of progressive discipline may involve verbal warnings, written warnings, suspension, and dismissal. The College maintains the sole right to determine the response to
any such employment matter. Procedures for appeal or grievance are described elsewhere in
this contract. The process is flexible; several written warnings, for example, may be issued
before a suspension, or the seriousness of the problem may result in moving directly to
suspension or dismissal.

ARTICLE XIII
BARGAINING UNIT PERSONNEL FILES

A. The College will maintain one central personnel file on each employee covered by this
contract in the Administrative Office located in DePerno Hall. This provision shall not preclude
the accumulation of a file in the appropriate division office.

Each employee will have the right to review contents in his/her Division file and Central
Personnel file, dating from the first day of employment. Such review will be carried out at a
reasonable time and on an appointment basis in the presence of the chief academic officer (or
his/her designee).

B. If, in the opinion of the bargaining unit member, the file contains erroneous or irrelevant
information the unit member may request the removal of the information by the Associate Dean
or Dean. If the matter is not resolved to the satisfaction of the bargaining unit member, the unit
member will have the right to reduce his/her objections or suggested corrections to writing
which will be included as part of the file.

C. The employee will also have the right to review all work performance evaluations including
peer evaluations for probationary appointments that become part of the unit member’s record.

D. Persons having access to the files will be limited to the President or his/her designee and on
a need to know basis relative to the administrators duties and responsibilities.

ARTICLE XIV
PROFESSIONAL AND OUTSIDE ACTIVITIES

A. Professional activities of the bargaining unit members are generally understood to
encompass efforts that will enhance the professional stature of the participants. Teaching,
research, and writing and publishing, conduct of and participation in meetings of learned
societies and professional associations, conduct of and participation in seminars, conferences,
and workshops are included in professional activities encouraged by the College. Performance
and promotion of professional activities by the member is a departmental interest and the
responsibility of the Associate Dean and the President.

B. Members of the bargaining unit, upon the approval of the President, may perform outside
services for remuneration during the academic year, providing:

1. Prior to the undertaking of such additional services a timely notice must be submitted to
the President furnishing essential information for approval.

2. The services will not be performed at times that conflict with College duties and
responsibilities.

3. No member of the bargaining unit may provide services in a matter that will bring
him/her into opposition to the interest of the College.
4. The person providing services must notify his client that he represents himself, not the College, and the College is not a party to the agreement. The college in no way is responsible or liable for the performance or results of such services.

5. Payment for such services is a matter between the client and the bargaining unit member. The college will not act as an agent for either party.

C. The president, in his/her sole discretion, may grant additional funds to support participation in the program of an approved professional conference by a bargaining unit member, from defraying other expenses incurred by members in the performance of their duties, to provide retraining in new areas of professional expertise, and may award grants for research projects and/or the development of new courses and programs.

ARTICLE XV
ASSOCIATION RIGHTS

A. The College will furnish a bulletin board to be located on the second floor of the Administration Building for use of the AAUP-UC.

B. The College will furnish adequate office space for the AAUP-UC. In return, the AAUP-UC established an endowed scholarship to benefit students at Utica College. An annual award will be presented.

C. The College will make reasonable efforts to continue parking benefits without cost (excluding fines for parking violations), secretarial services, duplicating facilities, dining facilities and reasonable use of facilities for AAUP-UC purposes on a reservation basis. It is understood that the bargaining unit will pay for any labor or supplies for services expended for AAUP-UC matters.

ARTICLE XVI
REDUCTION IN FORCE

Both parties agree to continue discussions while this contract is in force with the goal of approving a Memorandum of Understanding governing procedures for reduction in force and the definition of seniority.

In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which results in the reduction of personnel covered by this Agreement, the following procedures will be followed:

A. When feasible, the process of natural attrition shall be used to achieve the retrenchment.

B. If the retrenchment cannot be accomplished by natural attrition the members of the unit shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment.

C. If the retrenchment cannot be accomplished with the foregoing, part-time professional employees in areas of work represented by AAUP-UC will be terminated first, then non-tenured will be terminated, then tenured members of the unit.
D. The retrenchment procedure outlined in (C) will be in the order of seniority provided that the members who are retained have the experience and academic qualifications to teach courses and programs that remain.

E. In the event that the curtailed programs or courses are reinstated within three years of their curtailment, the laid-off member with the most service will be recalled first. It will be the laid-off member's responsibility to notify the College of his/her current mailing address.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. A grievance shall be any matter involving interpretation or application of this contract (with the exception of matters dealing with granting of tenure, renewal and non-renewal, or promotions which are covered in Article IX) and shall be subject to the following procedure:

Step I. A grievance should first be raised informally and orally by the employee(s) with or without AAUP-UC representation with the appropriate administrator within ten (10) working days of the incident giving rise to the grievance, or within ten (10) working days of the date that the employee has knowledge of the incident, if later.

Step II. If the grievance cannot be resolved in Step I, the grievant shall present the matter in writing through the AAUP-UC Grievance Officer to the appropriate administrator within twenty (20) working days of the incident giving rise to the grievance, or within twenty (20) working days of the date that the employee has knowledge of the grievance. A meeting will be held between the affected administrator and the grievant and/or Grievance Officer within ten (10) working days of the receipt of the written grievance by the administrator. The administrator will reply in writing within seven (7) working days of the meeting.

Step III. If the grievance is not resolved in Step II, the matter may be appealed to the Grievance Committee (not to exceed three (3) members of the AAUP-UC selected by the Grievance Officer in consultation with the grievant), and the President of the College for discussion and review in the presence of the grievant. This appeal must occur within ten (10) working days of receipt of the Step II answer. The President of the College will reply in writing within ten (10) working days of receipt of the appeal.

Step IV. If no settlement is made in Step III the AAUP-UC may submit the matter in writing (copy to the College) to the American Arbitration Association in accordance with its voluntary arbitration rules. The submission to arbitration must occur within ten (10) working days of the receipt of the President's reply in Step III. The decision of the arbitrator shall be final and binding on both parties.

B. The arbitrator shall have no power to add to, or subtract from, or change any provision of this Agreement, nor shall he/she have the power to imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactive beyond the date of the grievance.

C. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-UC.

D. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to arbitration within the time limits at each stage herein set forth, and which may be extended only
by the written consent of both the College and the AAUP-UC, it shall be deemed that the
parties have waived the right to arbitration and the matter shall be deemed closed.

E. The grievance/arbitration procedure shall not be available if the employee files a complaint
with any state or federal agency relating to the same incident.

ARTICLE XVIII
STRIKES AND LOCKOUTS

A. During the term of this Agreement there shall be no strike, slowdown, boycott of classes,
or any other concerted acts that interfere with normal operation of the College. In the event of a
breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to terminate
the participation of the individual bargaining unit member in such activities. Should any
bargaining unit member participate in an action prohibited by this Article, the violator(s) shall
be subject to discipline which may include discharge. The degree of discipline shall not be
subject to the grievance/arbitration procedure but the question of whether the employee
participated in an act prohibited by this Article is subject to the grievance/arbitration procedure.

B. The College agrees that during the term of this contract there will be no lockout.

ARTICLE XIX
COMPENSATION

A. SALARIES

1997-1998 ACADEMIC YEAR

1. Effective with the starting date of their 1997-1998 contract, members of the bargaining
unit employed prior to March 1, 1997 shall have their annual base salary increased by three
percent (3%) for the 1997-1998 academic year.

2. An additional amount of $27,500 will be placed into an equity fund to be distributed to
bargaining unit members as base salary increments for this academic year. A committee
consisting of two (2) members appointed by the President and three (3) members appointed
by the AAUP-UC will decide on the method used to determine equity adjustments and the
amounts of those allocations

3. The President of the College has sole discretion to increase any individual salary,
beyond the provisions noted above, during the term of this agreement. The President will
notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
action taken in accordance with this section.

1998-1999 ACADEMIC YEAR

1. Effective with the starting date of their 1998-1999 contract, members of the bargaining
unit employed prior to March 1, 1998 shall have their annual base salary increased by three
percent (3%) for the 1998-1999 academic year.

2. An additional amount of $27,500 will be placed into a merit fund to be distributed to
faculty and librarians as base salary increments for this academic year. The Merit Pay
Committee shall make recommendations for merit raises to the President based on
demonstrated excellence in the three traditional areas of evaluation (see Articles IX and X).
3. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted above, during the term of this agreement. The President will notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any action taken in accordance with this section.

1999-2000 ACADEMIC YEAR

1. Effective with the starting date of their 1999-2000 contract, members of the bargaining unit employed prior to March 1, 1999 shall have their annual base salary increased by three percent (3%) for the 1999-2000 academic year.

2. An additional amount of $30,000 will be placed into a merit fund to be distributed to faculty and librarians as base salary increments for this academic year. The Merit Pay Committee shall make recommendations for merit raises to the President based on demonstrated excellence in the three traditional areas of evaluation (see Articles IX and X).

3. The President of the College has sole discretion to increase any individual salary, beyond the provisions noted above, during the term of this agreement. The President will notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any action taken in accordance with this section.

B. PROMOTIONS

1. Effective with the starting date of their 1997-98 contract, the base salary of promoted members of the bargaining unit will be increased as follows:

   A faculty member promoted to the rank of Professor - $2,539
   A faculty member promoted to the rank of Associate Professor - $2,244
   A faculty member promoted to the rank of Assistant Professor - $1,979
   A Librarian promoted to the rank of Librarian III - $2,300
   A Librarian promoted to the rank of Librarian II - $1,850

2. Effective with the starting date of their 1998-99 contract, the base salary of promoted members of the bargaining unit will be increased as follows:

   A faculty member promoted to the rank of Professor - $2,793
   A faculty member promoted to the rank of Associate Professor - $2,468
   A faculty member promoted to the rank of Assistant Professor - $2,177
   A Librarian promoted to the rank of Librarian III - $2,530
   A Librarian promoted to the rank of Librarian II - $2,035

3. Effective with the starting date of their 1999-2000 contract, the base salary of promoted members of the bargaining unit will be increased as follows:

   A faculty member promoted to the rank of Professor - $3,072
   A faculty member promoted to the rank of Associate Professor - $2,715
   A faculty member promoted to the rank of Assistant Professor - $2,395
   A Librarian promoted to the rank of Librarian III - $2,783
   A Librarian promoted to the rank of Librarian II - $2,239
C. CONTINUING EDUCATION OR OVERLOAD COURSES

1. Faculty members who teach continuing education or overload courses will be paid full rate according to their rank as outlined in the compensation schedule for overload teaching courses with enrollment of eight (8) students.

2. The College has the option to cancel courses with fewer than eight (8) students. However, if any courses are taught with fewer than eight (8) students, the instructor will receive full rate according to his/her rank as outlined in the compensation schedule.

3. Compensation Schedule:

<table>
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<th>Faculty Rank</th>
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<th>8/15/98 Dollar per Credit Hour</th>
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<td>891</td>
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<tr>
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</tr>
<tr>
<td>Librarian</td>
<td>665</td>
<td>685</td>
<td>706</td>
</tr>
</tbody>
</table>

D. LIBRARIAN OVERTIME:

Librarians who are required to work on a scheduled overtime basis will be paid either:

1. An hourly rate equal to 1/1950 times their annual base salary, or

2. Compensatory time off to be arranged at the mutual convenience of the librarian and the Director of the Library.

ARTICLE XX
FRINGE BENEFITS

A. GROUP HEALTH CARE PLANS

1. The College will provide a Health Care Plan, which includes either an indemnity plan or a point of service plan, for full-time members of the bargaining unit. Participation is optional and is contributory. Coverage extends to the employee and the employee’s spouse; all unmarried dependents to age 19 and unmarried dependents up to age twenty-three (23) who are full-time students.

2. Utica College shall pay a percentage of the employee’s (individual) indemnity or a point of service health insurance premium and a percentage of the employee’s family indemnity or a point of service health insurance premium as provided below:

Individual: 83%
Two Person: 83%
Family: 83%

The employee's contribution for all other health care plans offered by the employer will be the cost of the particular insurance plan chosen by the employee less the dollar value of the employer's contribution to the indemnity or point of service plan.

Enrollment must occur within 31 days of the full-time employment date for immediate coverage and is canceled when employment terminates for any reason other than retirement or covered disability. The College also will make available HMO's from which employees can choose.

Bargaining unit employees will be subject to any cost containment procedures instituted by the employer. Cost containment is a procedure for reducing the cost of health care without reducing its quality or increasing the out-of-pocket expenses for bargaining unit employees. The College and the AAUP-UC agree to a cost containment program including the following measures: case management, precertification review, utilization review, maintenance drug program, generic drug program, second medical opinion, claim or bill audits. Before instituting any cost containment procedures, the employer will discuss same with the AAUP-UC. The carrier remains at the discretion of the employer. Prior to any changes of the carrier, the AAUP-UC Governing Board will be consulted. The AAUP-UC will have representation at any meeting that reviews and recommends changes of the carrier.

Details of the plans are available in the Human Resources Office.

3. a. Employees aged 65 through 69 who retire will be covered by the College's group health insurance plan under the following conditions and at no cost to the employee:

(1) The employee must have been enrolled in the plan at age 65.

(2) Federal Medicare benefits will be applied as an offset to the plan.

(3) Such coverage is also available to spouses of such retirees who meet the eligibility requirements of the plan.

b. Employees will become eligible for maternity benefits upon enrollment unless they are carried by a previous plan. Maternity benefits will not be extended beyond the date of termination of employment.

B. GROUP LIFE INSURANCE PLAN

The College agrees to provide Group (Term) Life Insurance coverage for full-time members of the bargaining unit. Employees are eligible to enroll at the beginning of employment. Upon enrollment, the coverage will include:

1. $30,000 of Life Insurance and $30,000 of Accidental Death and Dismemberment insurance on a non-contributory basis.

2. Additional Life Insurance coverage up to $50,000, based on the salary and age of the employee, will be available to all members of the bargaining unit on a contributory basis.
Enrollment must occur within 31 days of the full-time employment date for immediate coverage, and is canceled when employment terminates for any reason other than retirement or covered disability.

Details of the Plan are described in the “Group Life Insurance Certificate” available in the Human Resources Office.

C. EDUCATIONAL BENEFITS

1. Remitted Tuition

All bargaining unit members are eligible upon employment for up to twelve (12) hours of remitted tuition each academic year at Utica College or any division of Syracuse University; an additional three hours (3) hours may be applied but must be taken at Utica College. Bargaining unit members hired after September 30 or January 30 will be eligible for prorated remitted tuition.

No additional remitted tuition credits are given for the summer. However, unused credits up to six hours, accumulated from the fall and spring semester, may be used in the third (summer) term of the University College or during the summer session at Utica College.

Student Activity, laboratory, individual instruction, health, athletic, general and other fees are not remitted and must be paid by the individual. The College also reserves the right to restrict the use of remitted tuition for certain workshop courses, non-credit courses and special programs.

Bargaining unit employees may transfer up to one half of the number of credit hours for which they are eligible to their spouse, provided the spouse is not also eligible for remitted tuition as an employee or graduate assistant. An eligible spouse may use up to one half of the transferred credits during the third (summer) term at University College or the Summer Session at Utica College.

NOTE: To comply with the Tax Reform Act of 1984, tuition transferred to a spouse for graduate level courses will be subject to tax (withheld from the employee’s pay) on the dollar value of tuition for Federal, State, and FICA taxes.

All remitted tuition benefits cease with termination of employment for any reason which breaks the accumulation of service credits. Course enrollments of either the bargaining unit member, or spouse, that are continued after a termination that occurs during a semester will require payment of the prorated tuition balance.

Bargaining unit members who officially/formally retire may continue to receive up to six credit hours of remitted tuition each fall and each spring semester.

Unused retiree credits up to three hours each semester may be transferred to the spouse as noted above, except that there are no tuition benefits or transfers for retirees in the summer.

Tuition benefits terminate if employment conditions are changed to less than regular part-time.

2. Child Dependent Scholarships

Bargaining unit members, upon completion of three years continuous service, are eligible for dependent tuition benefits.
Children; natural, legally adopted, or stepchildren claimed with IRS as dependents by the employee parent, may receive tuition scholarships applicable to full-time or part-time work in a matriculated status for studies leading to the first baccalaureate degree at Syracuse University or Utica College. This scholarship benefit is equal to the minimum number of credit hours required for completion of the student’s degree program. The benefit is limited to those total credit ours or completion of the first baccalaureate degree, whichever comes first. The student must meet University requirements for continuation in the academic program. Dependent children who have attended other institutions will have their number of credit hours of scholarship reduced by the number of credit hours of study accepted for transfer from the other institution(s).

For each recipient of a child dependent scholarship who does not live in College residential housing, the maximum benefit awarded is regular tuition less the sum of all tuition assistance, state or federal scholarships or grants received by the student who qualifies for such aid. The student who qualifies must apply for all such state and federal tuition assistance awards. Failure to apply when qualified will result in a reduction of the dependent scholarship benefit by the equivalent of the minimum amount of such awards.

Each recipient of a child dependent scholarship who lives in College residential housing may use any applicable federal grants and awards toward payment of room and board. However, for courses taken at Utica College, such scholarships, prizes or grants shall first be used for books.

Termination of employment or change in status to less than full-time employment will immediately terminate dependent tuition benefits. Student enrollment continued after termination that occurs during a semester will require payment of the prorated tuition balance.

If a bargaining unit member who has completed seven years consecutive service dies, dependent tuition scholarship benefits will be made available to surviving dependent children of the deceased member who are participating at the time of death or when such surviving dependent children become eligible for matriculation in an academic program at Syracuse University or Utica College.

This same benefit coverage will be extended to the dependent children of full-time bargaining unit members who officially/formally retire from Utica College.

Student Activity, laboratory, individual instruction, health, athletic, general and other fees are not covered by dependent tuition scholarship benefits and must be paid by the individual.

3. Spouse Dependent Scholarship

In addition to benefits for their dependent children, bargaining unit members are eligible, upon completion of 3 years continuous service, for tuition benefits for their spouses as described below.

Spouses of full-time bargaining unit members may receive tuition scholarship awards for either full-time or part-time work in a matriculated status or studies leading to the first or second baccalaureate degree. This scholarship benefit is equal to the minimum number of credit hours needed for the completion of either but not both first or second baccalaureate degree.
Spouses receiving dependent scholarship tuition benefits may not receive simultaneously unused credits transferable from the bargaining unit member as described in “a” above. Termination of full-time employment terminates dependent scholarship benefits for the spouse. However, if the bargaining unit member retires or dies, a spouse matriculating in an academic program at Syracuse University or Utica College and receiving a dependent scholarship aid at the time will continue to receive these benefits under the original terms of the spouse’s program.

4. Tuition Exchange Program

Utica College’s current membership in Tuition Exchange, Inc. and CIC Tuition Exchange enables bargaining unit members at Utica College to apply for tuition exchange benefits for their dependent children at other institutions participating in Tuition Exchange.

5. Cash Grant Program

Dependent children of members of the bargaining unit, who have completed seven (7) years of consecutive full-time service, are eligible to apply for a cash grant benefit. This program provides for payment of a cash grant, applicable to tuition only, when the dependent child attends another accredited college or university. The benefit is restricted to full-time study in a matriculating status leading to the first baccalaureate degree. Effective Fall, 1997, the maximum cash grant is $750 per semester ($800 per semester, effective Fall, 1998) for 8 semesters. This benefit continues if the employee retires or dies.

D. LONG TERM DISABILITY PLAN

The College agrees to provide a Long Term Disability Plan for full-time members covered by this Agreement in the event of absence from work due to occupational or non-occupational injury or sickness which prevents the bargaining unit member from performing each and every duty of his/her occupation.

The Plan for bargaining unit members with one or more years of continuous service provides the following benefits. For full-time bargaining unit members with less than on year of continuous service, the benefits will continue for 12 months only.

1. For the first sixteen (16) weeks of disability the eligible person will receive full pay.

2. The next ten (10) weeks of disability will be paid at 60% of base salary, less any benefit reduction, such as disability benefits under Social Security or Worker’s Compensation. In such cases the College will waive Group Life and Health Insurance premiums.

3. From the twenty-seventh (27) week of disability to the end of disability, age 65 or death, whichever comes first, the employee will be paid at 50% of base salary, less any benefit reduction, such as disability benefits under Social Security or Worker’s Compensation. In such cases, the College will waive Group Life and Health Insurance premiums.

For more details, see Utica College’s Salary Continuation Plan. The Master Plan is on file in the President’s office. The entire cost of this non-contributory plan is paid by the College.
E. TIAA/CREF RETIREMENT PLAN

Utica College provides the TIAA/CREF Retirement Plan for bargaining unit employees. This plan includes the following provisions:

1. Employees must be at least 21 years of age and have one year of eligible service to participate.

2. The Employer will contribute an amount equal to 11% of the employee's eligible (straight-time) earnings to TIAA/CREF.

3. Vesting will be immediate upon participation.

Complete details of the plan can be found in the Plan Document kept in the Benefits Office of the Human Resources Department.

F. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Full-Time members of the bargaining unit are eligible upon employment for enrollment in a separate contributory plan for a more comprehensive Accidental Death and Dismemberment Program of Coverage. Details of the plan can be secured in the Human Resources office.

G. HEALTH INSURANCE WAIVER BUYOUT PLAN

The College and the AAUP-UC agree that members of the AAUP-UC can participate in the Health Insurance Waiver Buyout Plan. The Health Insurance Waiver Buyout Plan is a voluntary plan. The rules, regulations, and annual payments are described in the signed Memorandum of Understanding on the Health Insurance Waiver Buyout Plan.

ARTICLE XXI
UNION SECURITY

It is agreed that current members of AAUP-UC will, as a condition of employment, continue their membership for the life of this Agreement. Members of this unit who are not members of AAUP-UC can, on date of contract signing, elect to join or not to join. If they do join they will be required as a condition of employment to remain members for the life of the contract.

All new members of this unit will have the opportunity to join or not to join as they see fit.

A membership shall be deemed maintained as long as the employee tenders the uniformly required monthly dues.
ARTICLE XXII
CHECK-OFF

A.

To: Utica College

I hereby authorize you to deduct and withhold from my salary on a pay period basis, the amount specified as dues and initiation fee (if any) by AAUP-UC, and paid to the Treasurer of AAUP-UC, Burrstone Road, Utica, New York 13502, or at whatever address AAUP-UC may specify if same is changed following the signing of the authorization. This authorization shall be irrevocable for the life of this Agreement between Utica College and AAUP-UC and shall thereafter be renewed for the life of subsequent contracts unless revoked by me no later than thirty (30) days immediately preceding the termination of such Agreement. Such revocation must be in writing, bearing the date revoked and my signature. I release Utica College from any and all liability for making this check-off from my pay.

Date:

Name - Print

Name - Signature

Social Security Number

B. Upon receipt by the College of an individual written authorization (of the form set forth in Section 1), the College shall, while this authorization and this Agreement remain in effect, deduct from the employee’s pay each period an amount equal to the semi-monthly membership dues and initiation fees in AAUP-UC and transmit the money thus deducted, together with a list of names of the employees from whose earnings the deductions were made, to Treasurer, AAUP-UC. No deduction shall be made for any amount of money greater than one (1) month’s monthly membership dues and initiation fees.

C. AAUP-UC shall certify in writing and submit to the College the amount of its regular monthly dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular monthly dues or initiation fees is changed during the term of the Agreement, AAUP-UC shall certify in writing to the College the nature and effective date of the change, thirty (30) calendar days prior to the change.

D. AAUP-UC shall indemnify and protect the College against all forms of liability and claims which may arise by reason of the College’s compliance with this Article.

ARTICLE XXIII
UNIT AND ADMINISTRATION MEETINGS

There shall be two meetings per semester between designated members of the AAUP-UC Governing Board and the President to discuss work related problems.

The Governing Board and the President may convene a committee to discuss such problems and report to the President recommendations in regard to alleviating these problems. If the committee’s agreed upon recommendations require any change in this Agreement, a memorandum of understanding will be drafted for the approval of the AAUP-UC and the President of Utica College.
ARTICLE XXIV
DURATION

This Agreement shall become effective on June 1, 1997, and shall continue in effect until May 31, 2000, at midnight, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXV
SUCCESSOR CLAUSE

All successors of Utica College shall be bound to the terms and conditions as stated in this contract. It is understood that any such successor shall recognize the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining with respect to all terms and conditions of employment as set forth in this current agreement. This successor clause and the requirements herein shall expire on May 31, 2000.
ARTICLE XXVI

The undersigned are duly authorized representatives of Utica College and the AAUP-UC and hereto have executed this agreement on the date and year indicated below.

For the College:

by: Michael K. Simpson
President, Utica College

by: Thomas G. Brown
Chief Negotiator

by: James Armstrong
Negotiator

by: Norman I. Siegel
Negotiator

by: Robert E. Woods
Negotiator

For AAUP-UC:

by: Kim Landon
President, AAUP-UC

by: Richard G. Fenner
Chief Negotiator

by: Mary Ann Janda
Negotiator

by: Ronald E. LaBella
Negotiator

Date: 21 OCT 97