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ARTICLE I
PREAMBLE

This is an agreement made and entered into as of June 1, 2003, 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 under 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 the Faculty; Associate Deans and Deans of Academic divisions; Dean of Graduate Studies and Continuing Education; Vice President for Student Affairs and Dean of Students; 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, 1), 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.

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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 presentation of classes in discussing his/her subject but shall avoid the persistent introduction of controversial matter that 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. *FACULTY SENATE COMMITTEES*

The parties agree that academic governance will rest in the Faculty Senate, as constituted in its by-laws as adopted on June 6, 2000, or subsequently amended. Accordingly, the College recognizes the right of the faculty to exercise that governance through the Faculty Senate, which will include, but not be limited to, the following committees as constituted in the by-laws of the Faculty Senate and with authority to make recommendations to the President either directly or through the Faculty Senate or the Dean of the Faculty as specified in its by-laws:

1. The Academic Standards Committee shall review and recommend on matters related to academic standards, including but not limited to, academic credit, grading, and academic standing of students. The Faculty Senate may establish a separate committee to review and recommend on matters related to graduate academic standards, including but not limited to, academic credit, grading, and academic standing of students.
2. The Curriculum Committee shall consider, study and make recommendations regarding any matters related to the curriculum of the College.
3. The Faculty Affairs Committee shall receive, consider, and recommend to the President on all matters related to permanent appointment, tenure, promotion, and emeritus status of faculty members or librarians.
4. The Faculty Resources Committee shall consider and recommend on matters relating to faculty resources and professional development, including but not limited to sabbaticals and College grants and awards.
5. The Professional Development Committee shall review tenured faculty members periodically and make summative and formative recommendations to the candidate and the Dean of the Faculty.

The parties to this contract agree to consultation between themselves regarding the impact of any proposed dissolution of the Faculty Senate; furthermore in that event the parties agree to meet and negotiate regarding the duties and responsibilities of the Committees of the Faculty Senate and the impact of such dissolution upon the terms and conditions of employment of members of the bargaining unit.

B. OTHER COMMITTEES

1. EXECUTIVE COMMITTEE

An Executive Committee constituted by the AAUP-UC 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. The Executive Committee may report its deliberations and recommendations directly to the President or through any appropriate representative body. 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.

2. 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 (1) cases in which there is an allegation of violation of academic freedom as
 2 defined in this Agreement, (2) cases in which there is an allegation that the
 3 procedures for renewal/non-renewal of appointment, tenure, or promotion
 4 employed by the Faculty Affairs Committee or the President of the College were
 5 inconsistent with the provisions of this Agreement, or (3) appeal of decisions of
 6 dismissal for cause for faculty with continuous tenure, as described in Article IX,
 7 F.

8
 9 In cases of alleged procedural violations, the Committee will not substitute its
 10 judgments on the merit of actions by any body above, but shall be restricted to
 11 determining whether or not the procedures employed were consistent with this
 12 Agreement. Upon substantiated and documented findings of procedural
 13 violations, the Hearing Committee shall remand the case for reconsideration by
 14 the appropriate body (or bodies). Such reconsideration should address specifically
 15 the procedural defect cited by the Hearing Committee, and should be completed
 16 in a timely manner. The Hearing Committee shall determine what constitutes a
 17 violation of procedure in the above matters, but the Committee must assume
 18 responsibility for documenting that the alleged violation has occurred.

19
 20 Any member of the Committee who has a bias or interest concerning a case
 21 before the Committee, as determined by the AAUP Executive Committee, shall
 22 be deemed disqualified and shall be removed from the Hearing Committee for the
 23 period of consideration of the case. The Executive Committee shall appoint a
 24 temporary substitute.

25
 26 *C. CONSULTATION*

27
 28 The Deans shall consult faculty members on matters affecting curriculum and
 29 staffing in their disciplines and bargaining unit members as appropriate in the design and
 30 development of Utica College as a viable institution.

31
 32
 33 **ARTICLE IX**
 34 **FACULTY**

35
 36 *A. APPOINTMENTS AND REASSIGNMENTS*

37
 38 Requests for new positions or replacements for faculty positions originate with division
 39 Deans, program directors, or faculty within the discipline in which the position is sought, or
 40 the President. The request shall be in writing and contain justification for the position as well
 41 as the academic qualifications required for the position. The approval of the President is
 42 required before the appointment can be made.

43
 44 Individual faculty members may teach particular courses that they are qualified to teach in
 45 other divisions with the concurrence of the affected division Deans and the approval of the
 46 Dean of the Faculty.

47

1 If a faculty member's request for reassignment to a different division is approved by the
2 President after consultation with the affected divisions, the faculty member's promotion and
3 tenure recommendations will be made by the tenured faculty of the division to which the
4 faculty member has been reassigned provided said faculty first receives written input from
5 both the division Dean and the tenured faculty of the division from which the faculty member
6 has been reassigned.

7
8 Up to a maximum of three (3) years full-time teaching service at another college or
9 university or at Utica College for faculty originally hired on a full-time terminal contract(s)
10 may be credited to the new faculty member. The exact number of years credited will be
11 negotiated between the new faculty member and the Dean of the relevant division at the time
12 of the appointment and finalized by the end of the new faculty member's first semester of
13 teaching. In the event that the division Dean and the new faculty member cannot reach an
14 agreement, the President of the College will make a final and binding decision.

15 16 *B. RENEWAL OF APPOINTMENTS*

17
18 The recommendation to the President to renew or not to renew an appointment in the first
19 three (3) years of a faculty member's service at the College is the prerogative of his/her
20 division Dean after consultation with the tenured faculty of the division in a meeting called
21 for that purpose. The recommendation is subject to the approval of the President. In cases
22 where non-renewal is recommended by the division Dean, the affected bargaining unit
23 member shall have the right to present his/her case in person to the President. Declaration of
24 intent to present his/her case to the President must be made, in writing, within ten (10)
25 working days of notification of non-renewal of appointment. The affected bargaining unit
26 member shall have the right to request the assistance of another bargaining unit member in
27 presenting his/her case to the President.

28
29 Notice of non-reappointment, or of intention not to recommend reappointment, is to be given
30 in writing in accordance with the following standards:

- 31
32 1. Not later than March 1 of the first year of service, if the appointment expires at the
33 end of that fiscal year.
- 34
35 2. Not later than December 15 of the second year of service, if the appointment expires
36 at the end of that fiscal year.
- 37
38 3. At least twelve months before the expiration of an appointment after two or more
39 years in the institution.

40
41 A faculty member in his or her fourth or fifth year of service at the College whose renewal of
42 appointment is not recommended by the division Dean and the tenured faculty of the division
43 may, upon the affected faculty member's request, have his or her case considered by the
44 Faculty Affairs Committee provided that such request be made to the Faculty Affairs
45 Committee, in writing, within ten (10) working days of notification of non-renewal of
46 appointment. An individual who has elected to accept two or three years credited service
47 upon appointment has waived the right to a Faculty Affairs Committee review of a negative
48 decision for renewal in the fourth or fifth year of credited service at the College. The
49 President's decisions are not subject to appeal to the Board of Trustees.

50 51 *C. TENURE*

52
53 Tenure is the granting of a continuing appointment at Utica College to the faculty members
54 represented by the AAUP-UC who have served a probationary period and who have met the

1 criteria outlined in this section. Tenure may be terminated for financial exigency,
2 discontinuation of academic programs, or for adequate cause. In the case of termination of
3 tenure for cause, the burden of proof by the standard of clear and convincing evidence
4 concerning the cause rests with the College.
5

6 The maximum probationary period for tenure at Utica College is seven continuous years
7 excluding authorized leave. Notice should be given at least one year prior to the expiration of
8 the probationary period if the faculty member is not to be continued in service after the
9 expiration of that period. Leaves of absence are not normally considered as periods of service
10 in rank. However, if persons have received leaves under conditions they feel should afford
11 them consideration of time in rank credit based on the academic merit of the particular
12 experience associated with the leave, they may apply to the Faculty Affairs Committee for its
13 approval of such credit prior to the commencement of the leave. The Faculty Affairs
14 Committee will forward its recommendation to the Dean of the Faculty and President for
15 their approval. The decision of the Dean of the Faculty and President is final and not subject
16 to appeal.
17

18 Candidates who were not granted time in rank credit prior to beginning a leave based on the
19 academic merit of their leave experience may not request that it be granted retroactively.
20 Candidates having been granted time in rank credit based on the academic merit of their
21 leave experience will be bound by the original decision of the Dean of the Faculty unless
22 demonstrable extenuating circumstances intervene during the period of the leave preventing
23 performance of their intended leave experience. Requests for such consideration must be
24 made to the Faculty Affairs Committee as soon as practicable. The Faculty Affairs
25 Committee will forward its recommendation to the Dean of the Faculty and President for
26 their approval. The decision of the Dean of the Faculty and President is final and not subject
27 to appeal.
28

29 The probationary period gives candidates time to prove themselves and their colleagues time
30 to observe and evaluate the candidates on the basis of performance in their position rather
31 than only on the basis of education, training, and recommendations.
32

33 1. Procedures 34

35 Faculty members under consideration for tenure are obliged to follow the steps delineated
36 in the "Candidate Responsibilities" section of the document titled "Procedures for the
37 Consideration of Faculty for Tenure" dated May 2001. The appropriate division dean will
38 make the above-mentioned document available to affected bargaining unit member(s) in
39 accordance with the procedure outlined by the Faculty Affairs Committee in said
40 document. To help in its deliberations the Faculty Affairs Committee will receive a
41 recommendation from the relevant division Dean, who may appear before the
42 Committee, a recommendation from the tenured faculty of the candidate's division,
43 relevant materials submitted by the candidate, and any other materials deemed necessary
44 by the Committee.
45

46 The Faculty Affairs Committee recommends to the President that tenure be granted or
47 denied. In the event of an irreconcilable disagreement, the recommendations of both the
48 Faculty Affairs Committee and the Dean of the Faculty will be forwarded to the President
49 for his/her consideration. The decision to grant tenure is ultimately the prerogative of the
50 President and the Board of Trustees of Utica College. Candidates will be notified in
51 writing by the President of the award or denial of tenure.
52

53 2. Criteria 54

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

9
10 Evaluation categories will be as follows:

11
12 a. Teaching. The candidate should show outstanding ability and interest in teaching.
13 In addition to evaluating classroom performance, the Committee will consider the
14 candidate's activities as an academic advisor and work done with students outside the
15 classroom. The Committee may use student opinionnaires and evaluation by
16 colleagues in judging teaching performance. Creative teaching, the innovation of
17 courses and programs, and the improvement of existing courses will also be taken
18 into consideration.

19
20 b. Professional Accomplishment. The candidate should show evidence of creative
21 activity in his/her field. Scholarly publication is one possible measure of professional
22 accomplishment. The Committee will consider other appropriate creative activity in
23 the candidate's field.

24
25 c. Service. A candidate should show evidence of meritorious service to the teaching
26 profession, the College, and the community at large. Service in the AAUP-UC and
27 participation in admissions events will each be recognized as one form of such
28 service.

29 30 31 *D. PROMOTION*

32
33
34 Faculty members under consideration for promotion are obliged to follow the steps
35 delineated in the "Candidate Responsibilities" section of document entitled "Procedures for
36 the Consideration of Faculty for Promotion" dated May 2001. The appropriate division dean
37 will make the above-mentioned document available to affected bargaining unit member(s) in
38 accordance with the procedure outlined by the Faculty Affairs Committee in said document.

39
40 The division Dean will request a current Summary of Professional Activities from the
41 candidate, which the division Dean will review prior to submitting it to the Faculty Affairs
42 Committee. The division Dean will call a meeting of the tenured members of the faculty of
43 the division to discuss the qualifications of the candidates who have chosen to be considered
44 for promotion. The vote and recommendations of the tenured members of the division will be
45 forwarded to the Faculty Affairs committee. The division Dean will also submit an
46 independent recommendation to the Committee.

47
48 The Faculty Affairs Committee recommends to the President that promotions be granted or
49 denied. In the event of an irreconcilable disagreement, the recommendations of both the
50 Faculty Affairs Committee and the Dean of the Faculty will be forwarded to the President for
51 his/her consideration. The decision to grant promotion is ultimately the prerogative of the
52 President and the Board of Trustees of Utica College. Candidates will be notified in writing
53 by the President of the award or denial of promotion.

54

1
2 1. Procedures for Faculty Promotion
3

4 a. Educational Background. Although the terminal degree is normally considered
5 essential, lack of such a degree will not preclude candidates from consideration for
6 promotion provided they have the other prerequisites listed below.
7

8 b. Time in Rank
9

10 (1) To be considered for promotion:
11

12 (a) from Instructor to Assistant Professor, candidates must be serving in no
13 less than the second year of their instructorship;
14

15 (b) from Assistant Professor to Associate Professor, candidates must be
16 serving in no less than the fourth year of their assistant professorship;
17

18 (c) from Associate Professor to Professor, candidates must be serving in no
19 less than the fifth year of their associate professorship.
20

21 (2) Variations from these minimum time requirements will be considered only
22 under conditions of the most exceptional performance with regard to the stated
23 criteria for promotion, and require recommendation of the division Dean and the
24 tenured faculty of the candidate's division to come before the Faculty Affairs
25 Committee for a vote as to whether or not to consider such a promotion.
26

27 (3) No one is entitled to promotion merely because of length of service.
28 Accomplishment and not time in rank is the essential criterion.
29

30 (4) Leaves of absence are not normally considered as periods of service in rank.
31 However, if persons have received leaves under conditions they feel should afford
32 them consideration of time in rank credit based on the academic merit of the
33 particular experience associated with the leave, they may apply to the Faculty
34 Affairs Committee for its approval of such credit prior to the commencement of
35 the leave. The Faculty Affairs Committee will forward its recommendation to the
36 Dean of the Faculty and President for their approval. The decision of the Dean of
37 the Faculty and President is final and not subject to appeal.

38 Candidates who were not granted time in rank credit prior to beginning a
39 leave based on the academic merit of their leave experience may not request that
40 it be granted retroactively. Candidates having been granted time in rank credit
41 based on the academic merit of their leave experience will be bound by the
42 original decision of the Dean of the Faculty unless demonstrable extenuating
43 circumstances intervene during the period of the leave preventing performance of
44 their intended leave experience. Requests for such consideration must be made to
45 the Faculty Affairs Committee as soon as practicable. The Faculty Affairs
46 Committee will forward its recommendation to the Dean of the Faculty and
47 President for their approval. The decision of the Dean of the Faculty and
48 President is final and not subject to appeal.
49

50 (5) Exchange teaching, approved by the college administration, will be granted
51 time in rank service.
52

53 (6) There will be a one-year limit on such leave credit.
54

1 (7) In all cases, approval of time in rank credit should be obtained from the
2 President before undertaking the leave of absence.
3

4 2. Evaluation Categories:
5

6 a. Teaching. The candidate should show outstanding ability and interest in teaching.
7 In addition to evaluating classroom performance, the Committee will consider the
8 candidate's activities as an academic advisor and work done with students outside the
9 classroom. The Committee may use student opinionnaires and evaluation by
10 colleagues in judging teaching performance. Creative teaching, innovation of courses
11 and programs, and the improvement of existing courses will also be taken into
12 consideration.
13

14 b. Professional Accomplishment. The candidate should show evidence of creative
15 activity in his/her field. Scholarly publication is one possible measure of professional
16 accomplishment. The Committee will consider other appropriate creative activity in
17 the candidate's field.
18

19 c. Service. A candidate should show evidence of meritorious service to the teaching
20 profession, the College, and the community at large. Service in the AAUP-UC and
21 participation in admissions events will each be recognized as one form of such
22 service.
23

24 d. Leadership. For promotion to Professor the candidate should have demonstrated
25 leadership in any or all of the above (a, b, c) evaluation categories. Leadership cannot
26 be succinctly defined but will be considered as "leadership by example."
27

28 *E. PROCEDURES FOR RECONSIDERATION AND APPEAL*
29

30 Candidates for reappointment in the fourth or fifth year of service, for tenure, and for
31 promotion who do not receive a positive recommendation from the Faculty Affairs
32 Committee or the Dean of the Faculty have the right to request a reconsideration by the
33 Faculty Affairs Committee. (For appeals pertaining to procedure, see Article VIII, B.2). The
34 request for reconsideration must be made in writing and forwarded to both the Dean of the
35 Faculty and the Chair pro tempore of the Faculty Affairs Committee within ten (10) working
36 days of the receipt of written notification of the negative recommendation. The burden of
37 proof rests with the candidate. The candidate has the right to present his/her case with the
38 assistance of a bargaining unit member of his/her choosing. The reconsideration will
39 commence within fourteen (14) working days after receipt of the written request for
40 reconsideration.
41

42 Candidates who are not satisfied with the results of their reconsideration have the right to
43 present their objections to the President. They have the right to present their cases with the
44 assistance of a bargaining unit member of their own choosing.
45

46 In the event the President is unable to render a final decision because of conflict of interest or
47 other reason, the President shall designate a person to act in his or her place and the decision
48 of the President or his/her designee shall be final and not subject to appeal to the Board of
49 Trustees.
50

51 Matters involving tenure, promotion, and reappointment are not subject to the grievance
52 procedures outlined in Article XVII, unless they pertain to procedural irregularities;
53 otherwise they are limited to the procedure outlined in this Article.
54

1 F. DISCIPLINARY PROCEDURES

2
3 1. Procedures Not Resulting in Dismissal

4
5 See ARTICLE XII.

6
7 2. Procedures for Termination of Appointments with Continuous Tenure or
8 Probationary Appointments Before the End of the Specified Term

9
10 a. Dismissal of faculty members with continuous tenure or of faculty members with
11 probationary appointment before the end of the specified term may occur for adequate
12 cause such as, but not limited to, disregard of duties, incompetence, moral turpitude,
13 or actions which knowingly disrupt the educational processes and functions of the
14 College. Dismissal will not be used to restrain faculty members in their exercise of
15 academic freedom or their constitutional rights. The burden of demonstrating
16 adequacy of cause shall rest with the administration.

17
18 b. Dismissal of a faculty member for cause will be preceded by:

19
20 (1) discussions between the faculty member and appropriate administrative
21 officers looking toward a mutual settlement;

22
23 (2) informal inquiry by the Faculty Affairs Committee which may, failing to
24 effect an adjustment, determine whether in its opinion dismissal proceedings
25 should be undertaken, without its opinion being binding upon the President;

26
27 (3) a statement of reasons, framed with particularity, by the President.

28
29 c. During the preliminary proceedings or any ensuing formal proceedings, the
30 faculty member may be suspended, or assigned to other duties in lieu of suspension.
31 The College may decide to suspend with or without pay. A suspension which is
32 intended to be final is a dismissal and will be treated as such.

33
34 During the suspension, health insurance and life insurance will continue. The College
35 will pay the expense of these benefits. If the suspension is without pay and the
36 dismissal is not upheld, the College will reimburse the employee for lost salary.

37
38 d. If no resolution can be reached in the preliminary proceedings stated in b., the
39 AAUP-UC may submit the matter in writing (copied to the President of Utica
40 College) to the American Arbitration Association pursuant to the Voluntary Labor
41 Arbitration Dispute rules then in effect. The selection of the arbitrator and the
42 procedures for the formal proceedings shall follow the American Arbitration
43 Association rules.

44
45 e. (1) The submission to arbitration must occur within ten (10) working days
46 of receipt of the President's statement of reasons noted in 2., b., (3). The decision
47 of the arbitrator shall be final and binding to both parties.

48
49 (2) The arbitrator shall have no power to add to, or subtract from, or change any
50 provision of this Agreement, nor shall they have the power to imply any
51 obligation not expressly set forth in this Agreement.

52
53 (3) The fees and expenses of the arbitrator shall be shared equally by the College
54 and AAUP-UC.

1
2 (4) Unless the dismissal is submitted to arbitration within the ten (10) working
3 days noted herein set forth, and which may be extended only by the written
4 consent of both the College and AAUP-UC, it shall be deemed that the parties
5 have waived the right to arbitration and the matter shall be deemed closed.
6

7 *G. SABBATICAL LEAVES*
8

9 Tenured faculty members are eligible to apply for a sabbatical leave every seventh year. This
10 leave may be for one semester at full pay or for one academic year at half pay and full
11 benefits. A detailed application, accompanied by the division Dean's recommendation, must
12 be submitted to the Dean of the Faculty by December 1 of the previous year. The Faculty
13 Resources Committee will recommend sabbatical leaves to the Dean of the Faculty on the
14 basis of the proposal's academic merit and the expected benefit to the College. The decision
15 to approve or disapprove sabbaticals will be made by the Dean of the Faculty with the
16 concurrence of the President. Neither the Committee's recommendation nor the decision of
17 the Dean of the Faculty and the President is open to appeal.
18

19 *H. EMERITUS STATUS*
20

21 Upon recommendation of both the tenured faculty and the division Dean of the appropriate
22 division, the Faculty Affairs Committee may recommend to the President that a retiree or
23 retirees be granted emeritus status, an honored status for retired bargaining unit members.
24 The decision to grant emeritus status is ultimately the prerogative of the President and the
25 Board of Trustees.
26

- 27 1. A bargaining unit member shall have completed a minimum of ten (10) years of
28 service at Utica College and shall have submitted to the President a written declaration of
29 retirement to be eligible for emeritus status recommendation.
30
- 31 2. The bargaining unit member must be in good standing at Utica College.
32
- 33 3. If a bargaining unit member has fifteen (15) years in rank and the recommendations
34 of the tenured members of his/her division, his/her division Dean, and the Dean of the
35 Faculty, the Faculty Affairs Committee may recommend a terminal promotion at the time
36 emeritus status is recommended. The committee's recommendation is not open to appeal.
37
- 38 4. Upon granting of Emeritus Status, the bargaining unit member shall be entitled to use
39 his/her College title with the emeritus designation, receive free use of the College library,
40 recreational facilities, and the current faculty discount at the college bookstore and for
41 intercollegiate sports.
42

1 *I. TEACHING LOAD*

2
3 The teaching load of each division shall be planned so that the division and its members can
4 provide for the student credit hours of courses throughout the day and evening for each
5 semester. The scheduling of courses shall be the responsibility of the division Dean for each
6 division.

7
8 1. The required teaching load of a full-time faculty member shall not exceed twenty-four
9 (24) classroom contact hours per academic year. All full-time members of the faculty
10 shall be eligible to apply for compensated overload, not to exceed one course per
11 semester, at the then prevailing overload rate, and assignment shall be by the Dean of the
12 Faculty.

13
14 2. Each full-time faculty member, in addition to the foregoing, shall be required to
15 advise students as assigned by the division Dean or Dean of the Faculty, to attend
16 scheduled meetings of the division and the College, including Commencement and
17 Convocation, to provide accurate and timely reports as requested by the College
18 concerning student evaluations and enrollment; shall arrange, schedule, and hold office
19 hours at times reasonably convenient to students; assist in registration and orientation
20 during the academic year, attend at least one on-campus admissions event held during
21 regular business hours during the academic year, provide syllabi, administer teaching
22 evaluations in their classes, and complete other appropriate college duties. The faculty
23 will endeavor to provide support for the above-mentioned admissions events.

24
25 3. In those cases where the nature of the workloading as outlined so far is inappropriate,
26 the following provisions will be employed:

27
28 a. The affected faculty member will submit in writing with the assistance of the
29 President of the AAUP-UC to the division Dean the planned workloading (consistent
30 with the needs of the approved program) for each semester. Upon approval of the
31 plan by the division Dean, the plan will be submitted for approval to the President by
32 the division Dean.

33
34 b. In those cases where a faculty member has more than three (3) course
35 preparations in a semester, or extra heavy responsibilities other than classroom
36 instruction are required of a faculty member, a commensurate reduction in teaching
37 load may be approved by the President.

38
39 c. Such special arrangements for faculty when approved shall be forwarded to the
40 AAUP-UC.

41
42 *J. PROFESSIONAL DEVELOPMENT EVALUATION PROCEDURE*

43
44 1. Every tenured faculty member will be reviewed on a periodic basis in compliance with
45 State Education Department requirements.

46
47 2. A review will occur every five years after tenure with a five-year intervals resetting
48 with a promotion. In cases of an unfavorable review, the faculty member will submit
49 materials for a subsequent review by the end of three years from the final approval of the
50 plan referred to in paragraph 6 below. Those anticipating retirement within three years
51 may elect not to be reviewed provided there is a written declaration of retirement.

52
53 3. The candidates will supply three reflective statements (one for each of the traditional
54 criteria: teaching, professional accomplishment, and service). These statements should

1 be supplemented with supporting documents—articles, papers, evidence of teaching
2 effectiveness, etc.
3

4 4. While there is a summative aspect to the review, the underlying philosophy of the
5 process is formative and the focus is developmental. The Professional Development
6 Committee (PDC) will review the materials and meet with the candidate. The committee
7 will make formative and summative recommendations, which are then sent to the Dean of
8 the Faculty.
9

10 5. The committee will recommend whether to allocate the budgeted amount (\$1,000) to
11 base salary or to the faculty development fund. If the PDC recommends allocating the
12 funds to salary, a candidate may elect to place \$3,000 (in lieu of the salary base increase)
13 into a restricted account for the candidate's purchase of equipment (to be College-
14 owned), travel, or supplies.
15

16 6. A candidate who does not receive a favorable review shall develop a plan for
17 improvement in consultation with the Dean of the Faculty and the PDC. This plan is
18 subject to the approval of the Dean of Faculty. A plan must be formulated and approved
19 no later than the end of the first full semester following notification of the committee's
20 decision. Following approval of this plan, the Dean of Faculty will allocate support from
21 the Faculty Development Fund to assist the member in carrying out the plan. A candidate
22 who feels significant progress has been achieved may request an early review at which
23 time the candidate will be eligible to be considered for the salary base increment.
24

25 7. Applicants who do not receive a favorable review by the PDC or the Dean of the
26 Faculty have the right to appeal the decision. The appeal must be forwarded in writing
27 within ten (10) working days of the receipt of the decision to the Dean of the Faculty and
28 the Chairperson of the PDC. The appeal hearing will commence within fourteen (14)
29 working days after receipt of the written intent to appeal. The affected faculty member
30 has the right to present his or her objections to the decision in person to the Dean of the
31 Faculty and PDC. He or she has the right to present the case with the assistance of a
32 tenured faculty member of his or her choosing. The PDC makes a recommendation to the
33 Dean of the Faculty, but the final decision rests with the Dean of the Faculty. The Dean's
34 decision is not open to appeal. This review process and any results therefrom cannot be
35 used in any disciplinary proceeding under Article IX, F, except for any results or
36 information which may give rise to a legal obligation on the part of the College to
37 investigate further. Failure on the part of the applicant to consult, develop, and carry out
38 the plan may result in disciplinary action.
39

40 *K. DISTANCE LEARNING*

41

42 Bargaining unit members may offer appropriate courses in a Distance Learning format;
43 however, they shall not be required to do so except as mandated by existing program
44 requirements. No member of the bargaining unit is to participate in distance education
45 courses or programs without adequate technical training and/or support and without prior
46 approval of such courses and programs through the normal procedures leading to Curriculum
47 Committee approval.
48

49 *L. INTELLECTUAL PROPERTY*

50

51 The College supports the development, production, and dissemination of Intellectual
52 Property by members of the College community.
53

1 The purpose of this agreement is to define the relationship between the College and any
2 AAUP-UC bargaining unit member(s) who, using College resources (as defined below),
3 creates or develops Intellectual Property (as defined below). The parties to this agreement
4 believe that the public interest is best served by creating an intellectual environment wherein
5 creative efforts and innovations can be encouraged and rewarded while still retaining for the
6 College and its learning communities reasonable access to, and use of, the Intellectual
7 Property for which the College has provided assistance.
8

9 Intellectual Property developed without using College resources is owned and controlled
10 solely by its creator(s). The College has no claim to any financial or other benefit derived
11 from that Intellectual Property.
12

13 1. Definitions

14
15 a. The term “Using College Resources” shall be understood to mean the involvement
16 of College support that includes the use of any college funding directly related to the
17 professional project, or college property or personnel above the level that is
18 traditionally and commonly made available to bargaining unit members generally in
19 their academic responsibilities of service and teaching.
20

21 b. The term “Intellectual Property” shall be understood to mean any trademarkable,
22 copyrightable, or patentable matter including, but not limited to books, texts, articles,
23 monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi,
24 tests and work papers, lectures, musical and/or dramatic compositions, unpublished
25 scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio
26 tapes and cassettes, computer programs, software, courseware, web pages, live video
27 and audio broadcasts, programmed instructional materials, drawings, paintings,
28 sculptures, photographs and other works of art, devices, inventions, techniques, useful
29 processes, and discoveries.
30

31 Intellectual Property shall be deemed created whenever it is first fixed in some
32 tangible form including but not limited to: notes, sketches, drawings, results of
33 research or experiments, computer code or records, or any other tangible
34 embodiment. The following definitions are based on pertinent federal statutes:
35

36 (1) “Copyright” shall be understood to mean that bundle of rights that protect
37 original works of authorship fixed in any tangible medium of expression, now
38 known or later developed, from which they can be perceived, reproduced, or
39 otherwise communicated, either directly or with the aid of a machine or device.
40

41 (a) “Works of authorship” (including computer programs) include, but are not
42 limited to the following: literary works; musical works, including any
43 accompanying words; dramatic works, including any accompanying music;
44 pantomimes and choreographic works; pictorial, graphic, and sculptural works
45 (photographs, prints, diagrams, models, and technical drawings); motion
46 pictures and other audiovisual works; sound recordings; software; courseware
47 and architectural works.
48

49 (b) “Tangible media” include, but are not limited to, books, periodicals,
50 manuscripts, phonorecords, films, tapes, and disks.
51

52 (2) “Patent” shall be understood to mean that bundle of rights that protect
53 inventions or discoveries which constitute any new and useful process, machine,
54 manufacture, or composition of matter, or any new and useful improvement

1 thereof; new and ornamental designs for any useful article and plant patents being
 2 for the asexual reproduction of a distinct variety of plant, including cultivated
 3 sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated
 4 plant or plant found in an uncultivated state.

5
 6 (3) “Trademark” shall be understood to mean any word, name, or device, or any
 7 combination, used, or intended to be used, in commerce to identify and
 8 distinguish the goods of one manufacturer or seller from goods manufactured or
 9 sold by others, and to indicate the source of the goods.

10
 11 c. The terms “Works Made for Hire” or “Special Assignment” shall be understood to
 12 mean Intellectual Property that is part of or is the result of an officially assigned
 13 project, other than a member’s normal duties.

14
 15 d. The term “Consulting” shall be understood to apply to Intellectual Property that is
 16 produced for an external entity where the College is not a party to the agreement and
 17 College resources are not used in its production.

18
 19 e. The term “Sponsored Research” shall be understood to apply to Intellectual
 20 Property that is produced with the sponsorship of one or more third parties, such as
 21 corporations, foundations or governmental agencies.

22
 23 2. Ownership

24
 25 The AAUP-UC and Utica College recognize that the ownership (and its associated rights)
 26 of Intellectual Property developed or created by a bargaining unit member shall be as
 27 directed by this policy unless required to be otherwise by applicable law. This ownership
 28 includes title to the Intellectual Property and the sole right to negotiate sales and licenses
 29 relating to this property. Notwithstanding any other provision of this policy, the College
 30 shall have a nonexclusive, nontransferable, royalty free license to use all Intellectual
 31 Property created by bargaining unit members for noncommercial purposes for teaching,
 32 training, scholarship, research, and administration of College programs.

33
 34 a. Patentable Material

35
 36 Patentable materials developed using college resources will be jointly owned by the
 37 Creator(s) and the College subject to applicable Federal law, the revenue-sharing
 38 agreement, and the provisions of paragraph 3., Commercialization, and paragraph 5.,
 39 Sponsored Research.

40
 41 b. Course Materials

42
 43 The College assigns all rights of ownership of materials developed by a bargaining
 44 unit member, using College resources, that are used in the teaching of courses to the
 45 bargaining unit member, These materials include syllabi, notes, assignments, tests and
 46 other materials associated with the development and teaching of courses. However,
 47 the College may be permitted to use such course related materials for internal
 48 instructional education and administrative purposes, including satisfying requests of
 49 accreditation agencies for faculty authored syllabi and course descriptions.

50
 51 While a bargaining unit member is employed by the College, any commercial use of
 52 these course materials will be controlled jointly by the College and the unit member.
 53 Revenues derived from such commercial use will be allocated according to the chart
 54 entitled “Allocation of Revenue” in paragraph 4.

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In the event that a bargaining unit member leaves the College, he or she continues to own this property, unless otherwise specified in a contract or letter of agreement except that the College shall have an irrevocable, non-exclusive, royalty free license to use these materials for the remainder of the semester in which the member leaves plus three semesters.

c. Publishable Materials

It is agreed that certain publishable works (namely scholarly writings, such as books and articles; and creative works, such as poems, paintings and musical compositions) are the property of the creator, who will determine how the works are to be distributed and keep any income that they may produce. This will continue to be the policy of Utica College except when materials are produced as a work for hire or special assignment.

d. Works for Hire / Special Assignments

Traditional academic work that is copyrightable--such as lecture notes and courseware, books, and articles--is not normally treated as special assignments or works made for hire. However, some works created by bargaining unit members do properly fall within these categories, allowing the College to claim copyright ownership.

The College and an individual member of the bargaining unit may enter into an agreement for the member to produce intellectual property, including copyright material, classroom materials or other materials, for the College's purposes and ownership.

In such cases, the respective rights of individual bargaining unit members and the College concerning ownership, control, use, and compensation related to a work for hire or special assignment will be negotiated in advance and reduced to a written agreement signed by both parties. Bargaining unit members have the right to consult with a representative from AAUP-UC when negotiating such an agreement.

3. Commercialization

In the case that a bargaining unit member develops Intellectual Property using College resources and both the College and the bargaining unit member decide to pursue the commercialization of the Intellectual Property by seeking a patent or otherwise, the royalties and other income resulting from the commercialization of the Intellectual Property will be shared by the College and the creator as described in the Allocation of Revenue section found below. The costs of obtaining a patent and bringing the Intellectual Property to market will be borne by the College.

If a bargaining unit member develops Intellectual Property using College resources and elects not to participate in pursuing a patent or otherwise, the bargaining unit member will promptly notify the College in writing of his/her decision and assign all rights of ownership and all resulting revenue to the College.

If a bargaining unit member develops Intellectual Property using College resources and the College elects not to participate in pursuing a patent or otherwise, the College will promptly notify the bargaining unit member in writing of its decision and assign all rights of ownership and resulting revenue to the bargaining unit member.

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A bargaining unit member who develops Intellectual Property without using College resources possesses full ownership of the Intellectual Property and will be entitled to all royalties and income resulting thereof . In these cases the costs of obtaining a patent and bringing the intellectual property to market will be borne by the bargaining unit member.

4. Allocation of Revenue

The accumulated net income (gross income minus reimbursement for the costs of obtaining a patent, license fees, legal fees, administrative costs and all expenses related to bringing the intellectual property to market incurred by the College and/or the creator(s)) resulting from Intellectual Property will be divided as follows:

	First \$10,000	\$10,001-\$100,000	Above \$100,000
Creator	100%	45%	35%
College	0%	55%	60%
Research Fund			5%*

*Five percent (5%) of the accumulated net income above the \$100,000 level will be allocated toward a restricted research fund in the College’s control until such fund reaches \$200,000, at which point the College’s share of the remaining accumulated net income will increase to 65%.

The creators’ share will be shared equally among all creators unless they agree otherwise. The creators’ share will continue even if the creators have left Utica College.

5. Sponsored Research

When sponsorship for research is sought in the name of Utica College, it is important that individuals and the College work together in seeking external support for projects. When Intellectual Property is produced as described above, ownership shall be as directed by applicable law and, in the absence thereof, then in accordance with the sponsorship agreement. Distribution of revenue from such property will be in accordance with the sponsorship agreement. Absent terms in the sponsorship agreement pertaining to ownership or distribution of revenue, the provisions of this policy will apply.

6. Consulting

Consulting arrangements are to be carried out in accordance with Article XIV section B of the Agreement between Utica College and the American Association of University Professors - Utica College Chapter.

7. Cooperation

The fair and effective implementation of this policy requires good faith cooperation, collegiality and candor on behalf of both the College and bargaining unit members. The College will seek to advise affected bargaining unit members promptly and fully on all matters regarding Intellectual Property. Bargaining unit members, in turn, will communicate promptly and fully with the Vice President for Academic Affairs and Dean of the Faculty whenever their research/work involves or may be reasonably be seen to produce Intellectual Property covered by this policy. Under some United States and

1 foreign laws, public disclosure, use, or sale of Intellectual Property prior to obtaining
2 statutory protection may prejudice, or destroy, the availability of obtaining certain legal
3 protection. In order to protect the College's, Member's, or any licensee's rights in or to
4 Intellectual Property, no contractual or other legally enforceable agreement for the sale,
5 transfer, or use of Intellectual Property may be made by either the College or any affected
6 bargaining unit member except in accordance with this policy. It is also essential that any
7 affected bargaining unit member and the College consult with one another prior to
8 making any Intellectual Property publicly known or available.
9

10 8. Resolution of Emerging Issues and Disputes

11
12 An Intellectual Property Policy and Rights Committee shall be created and will be
13 composed of three (3) faculty members appointed by the president of the AAUP - UC
14 and three (3) members of the administration appointed by the president or his/her
15 designee exclusive of the President and the Vice President for Financial Affairs. The
16 committee members shall elect a chair each year. At the time of initial appointment or
17 election, each member shall be designated as serving a one or two year term so that the
18 term of at least one bargaining unit committee member and one administration committee
19 member will expire each year with replacements being appointed or elected each year.
20 After the first appointment subsequent members shall serve a two-year term,
21 commencing on August 15 and terminating on June 15 of the following year. Committee
22 members may serve no more than two consecutive terms.
23

24 The Committee shall monitor and review technological and legislative changes affecting
25 Intellectual Property policy and shall report to relevant faculty and administrative bodies
26 when such changes affect existing policies.
27

28 Disputes over ownership, and its attendant rights, of Intellectual Property will be heard
29 by the Intellectual Property Policy and Rights Committee as follows:
30

31 a. The committee shall make an initial determination concerning competing claims to
32 the Intellectual Property in question. The failure of the Committee to arrive at a
33 determination will automatically initiate an arbitration proceeding as described below.
34 If either the College or the creator(s) disagree with the determination of the
35 committee either party may appeal to binding arbitration in accordance with the
36 following procedures:
37

38 (1) An arbitrator agreed upon by the College and the creator(s) will be selected.
39 The selection of the arbitrator and the procedures for the formal proceedings shall
40 follow the American Arbitration Association's commercial arbitration rules then
41 in effect.
42

43 (2) The party seeking arbitration must notify the other party in writing within 10
44 working days of the committee's decision of its intention to pursue arbitration.
45 The decision of the arbitrator shall be final and binding to both parties.
46

47 (3) The arbitrator shall have no power to add to, or subtract from or change, any
48 provision of this Agreement, nor shall he/she have the power to imply any
49 obligation not expressly set forth in this Agreement.
50

51 (4) The fees and expenses of the arbitrator will be shared equally by the College
52 and the AAUP-UC.
53

ARTICLE X
LIBRARIANS

A. APPOINTMENTS

All appointments to the position of librarian will be made by the President on the recommendation of 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 of the Library for appointment to open positions.

The probationary 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 probationary period. If the first year of employment involves an appointment that begins after October 15, that year shall not count toward the three year probationary period.

B. RENEWAL OF APPOINTMENTS

The decision to renew or not to renew appointments prior to the granting of continuous appointment is the prerogative of the director of the Library working in concert with the librarians holding continuous 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. CONTINUOUS APPOINTMENT

1. Procedure

Librarians under consideration for continuous appointment are responsible for updating their Summary of Professional Activities Form and submitting to the director of the Library any additional material that they think may help in consideration of their professional circumstances. The director of the Library will call a meeting of the librarians holding continuous appointment to discuss the qualifications of the candidates who are being considered. When there are fewer than three librarians with continuous appointment, the Dean of the Faculty 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.

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

4
5 2. Criteria

6
7 The criteria for continuous appointment must include the expected accomplishments
8 listed in this section.

9
10 Evaluation categories will be as follows:

11
12 a. Librarianship: Candidates should demonstrate excellence in the acquisition,
13 organization or retrieval of library resources. Evaluation by colleagues, creative or
14 innovative activities within specific areas of responsibility may be considered in
15 judging performance.

16
17 b. Professional Accomplishment: Candidates should demonstrate participation in
18 professional activities in the areas of academic librarianship such as, but not limited
19 to, library consortia and network development, computer applications, and
20 professional organizations.

21
22 c. Service: Candidates should show evidence of meritorious service to librarianship,
23 the College, and the community at large. Service in the AAUP-UC-will be recognized
24 as one form of such service.

25
26 *D. PROMOTION*

27
28 Librarians under consideration for promotion are obliged to follow the steps delineated in the
29 "Candidate Responsibilities" section of the document entitled "Reference (Advising
30 Document) for the Promotion of Librarians" dated February 28, 2002. The director of the
31 Library will make the above-mentioned document available to affected bargaining unit
32 member(s) in accordance with the procedure outlined by the Faculty Affairs Committee in
33 said document.

34
35 The director of the Library will request a current Summary of Professional Activities from
36 the candidate, which the director of the Library will review prior to submitting it to the
37 Faculty Affairs Committee. The director of the Library will call a meeting of the librarians
38 holding continuous appointment to discuss the qualifications of the candidates who have
39 chosen to be considered for promotion. When there are fewer than three librarians holding
40 continuous appointment, the Dean of the Faculty in consultation with the director of the
41 Library may appoint a maximum of two (2) voting representatives to this meeting. The vote
42 and recommendations of the meeting will be forwarded to the Faculty Affairs Committee.
43 The director of the Library will also submit an independent recommendation to the
44 Committee. Recommendation for promotion for librarians will be made to the President by
45 the Faculty Affairs Committee. Candidates will be notified in writing by the President of the
46 award or denial of promotion.

47
48 1. Education: The MLS shall be considered the terminal degree for librarians. Lack of
49 an additional degree shall not preclude librarians from consideration for promotion
50 provided they have the other prerequisites listed below.

51
52 2. Time in rank: To be considered for promotion in rank:
53

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

3
4 b. from Librarian II to Librarian III; candidates must have completed no less than
5 three years in the rank of Librarian II.

6
7 No one is entitled to promotion merely because of length of service. Accomplishment and
8 not time in rank is the essential criterion.

9
10 3. The evaluation categories are the same as those used for evaluating candidates for
11 continuous appointment.

12 13 *E. PROCEDURES FOR APPEAL*

14
15 Candidates for promotion or continuous appointment who do not receive a positive
16 recommendation from the Faculty Affairs Committee or the Dean of the Faculty have the
17 right to request a reconsideration by the Faculty Affairs Committee. (For appeals pertaining
18 to procedure, see Article VIII, B.2). The request for reconsideration must be made in writing
19 and forwarded to both the Dean of the Faculty and the Chair pro tempore of the Faculty
20 Affairs Committee within ten (10) working days of the receipt of written notification of the
21 negative recommendation. The burden of proof rests with the candidate. The candidate has
22 the right to present his/her case with the assistance of a bargaining unit member of his/her
23 choosing. The reconsideration will commence within fourteen (14) working days after receipt
24 of the written request for reconsideration.

25
26 Candidates who are not satisfied with the results of their reconsideration have the right to
27 present their objections to the President with the assistance of a bargaining unit member of
28 their own choosing.

29
30 In the event the President is unable to render a final decision because of conflict of interest or
31 other reason, the President shall designate a person to act in his or her place and the decision
32 of the President or his/her designee shall be final and not subject to appeal to the Board of
33 Trustees.

34
35 Matters involving tenure, promotion, and reappointment are not subject to the grievance
36 procedures outlined in Article XVII, unless they pertain to procedural irregularities;
37 otherwise they are limited to the procedure outlined in this Article.

38 39 *F. REDUCTION OF LIBRARIAN STAFF*

40
41 In the event of a reduction in staff of professional librarians, the librarian with least service
42 will be affected first, providing the more senior librarian has the skill and ability to perform
43 the required work. In the event that a librarian with three or more years of service is
44 terminated for cause, the affected librarian has the right to present his/her objections to the
45 decision to the Faculty Affairs Committee and/or to the President, with the assistance of a
46 bargaining unit member as he/she decides, within 10 calendar days of notice of termination.
47 Termination for cause is not subject to the grievance procedure as outlined in Article XVII
48 but is limited to the aforementioned review.

49

1 *G. VACATION*

2
3 Vacation of twenty (20) days will be granted on the one year anniversary date of full
4 employment and on each subsequent June 1. Vacation is to be taken at the mutual
5 convenience of the Librarian and the director of the Library and must be taken during the
6 fiscal year (June 1-May 31) in which it is granted. Vacation not taken by May 31 of the year
7 in which it was granted will be forfeited.

8
9 During the probationary year, but within the fiscal year in which he/she will attain one full
10 year of service, with the approval of the director of the Library, a librarian may schedule
11 vacation time without pay, and be reimbursed for that time at the end of the first full year of
12 service. The amount of time for which reimbursement was made will be deducted from the
13 vacation time available during the second year of employment.

14
15 Librarians who are actively employed also receive one-half the number of working days
16 which occur during the student vacations at the end of the fall term and during the Spring
17 vacation. All librarians are eligible upon employment. These short periods must be taken
18 during the recess or, if a librarian must cover a schedule during one of these periods,
19 compensatory time is to be taken within a reasonable time thereafter, preferably within one
20 month. Such vacation time will be taken at the mutual convenience of the employee and the
21 Library director.

22
23 If a written request is sent by the employee to the Office of the Comptroller at least ten (10)
24 working days prior to a scheduled vacation, a check for any pay day falling within the
25 scheduled vacation will be available on the day before the vacation commences.

26
27 *H. LEAVE OF ABSENCE*

28
29 Upon completion of one year's credited service, a librarian may apply for a leave of absence,
30 with or without pay and/or benefits depending on the purpose of such leave.

31
32 Leaves may be requested for a period up to one year (12 months) and are subject to the final
33 approval of the President, based on recommendation by the director of the Library.

34
35 Applications for leaves of absence should be submitted to the director of the Library at least
36 six (6) months before the requested start date of the leave. Application should include all
37 details and accompanying statements necessary for the director of the Library to process the
38 recommendations. The Leave of Absence may not be used to accept paid employment
39 elsewhere during the period of the leave except that the recipient of a leave may receive
40 financial assistance in the form of fellowships, grants, honoraria or scholarships without
41 prejudice to the conditions of the leave.

42
43 Leaves of absence are not normally considered as periods of service in rank. However, if
44 persons have received leaves under conditions they feel should afford them consideration of
45 time in rank credit based on the academic merit of the particular experience associated with
46 the leave, they may apply to the Faculty Affairs Committee for its approval of such credit
47 prior to the commencement of the leave. The Faculty Affairs Committee will forward its
48 recommendation to the Dean of the Faculty and President for their approval. The decision of
49 the Dean of the Faculty and President is final and not subject to appeal.

50
51 Candidates who were not granted time in rank credit prior to beginning a leave based on the
52 academic merit of their leave experience may not request that it be granted retroactively.
53 Candidates having been granted time in rank credit based on the academic merit of their
54 leave experience will be bound by the original decision of the Dean of the Faculty unless

1 demonstrable extenuating circumstances intervene during the period of the leave preventing
2 performance of their intended leave experience. Requests for such consideration must be
3 made to the Faculty Affairs Committee as soon as practicable. The Faculty Affairs
4 Committee will forward its recommendation to the Dean of the Faculty and President for
5 their approval. The decision of the Dean of the Faculty and President is final and not subject
6 to appeal.

7
8 *I. ALTERNATIVE WORK SCHEDULES*

9
10 Librarians will have the option of adopting alternative weekly work schedules when such a
11 schedule does not have a disadvantageous impact on library service and has been approved
12 by the director of the Library.

13
14
15 **ARTICLE XI**
16 **HEOP REPRESENTED PERSONNEL**

17
18 *A. APPOINTMENTS*

19
20 All appointments to the staff of HEOP will be made by the President on the recommendation
21 of the director of Opportunity Programs on a fiscal year basis. The first full year of
22 employment is recognized as the probation period. Upon satisfactorily completing the
23 probation period the employee will be informed in writing that he/she has been granted a
24 continuous appointment. During the probation period the employee who has not been judged
25 to meet the requirements of the position can be terminated with one month's notice.
26 Employees with more than one year of service will be granted three months notice of
27 termination (except for cause).

28
29 *B. REDUCTION OF STAFF*

30
31 In the event of a reduction in staff of HEOP personnel, the employee with the least service
32 will be affected first, providing the more senior employee has the skill and ability to perform
33 the required work.

34
35 *C. VACATION*

36
37 Vacation of twenty (20) days shall be granted on the one-year anniversary date of full
38 employment and on each subsequent June 1. Vacation is to be taken at the mutual
39 convenience of the employee and the director and must be taken during the fiscal year June
40 1-May 31) in which it is granted. Vacation not taken by May 31 of the year in which it is
41 granted will be forfeited.

42
43 During the probationary year, but within the fiscal year in which he/she will attain one full
44 year of service, with the approval of the director, an employee may schedule vacation time
45 without pay, and be reimbursed for that time at the end of the first full year of service. The
46 amount of time for which reimbursement was made will be deducted from the vacation time
47 available during the second year of employment.

48
49 Employees who are actively employed also receive one-half the number of working days
50 which occur during the student vacations at the end of the fall term and during spring
51 vacation. All employees are eligible upon employment. These short periods must be taken
52 during the recess or, if an employee must cover a schedule during one of these periods,
53 compensatory time is to be taken within reasonable time thereafter, preferably within one

1 month. Such vacation time will be taken at the mutual convenience of the employee and the director of Opportunity Programs.

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 official personnel file on each bargaining unit member covered by this contract in the office of the Vice President for Academic Affairs. This provision shall not preclude the accumulation of file(s) in other appropriate offices.

Each bargaining unit member will have the right to review contents in his/her division file or supervisory file (as appropriate), and official 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 division Dean or Dean of the Faculty. 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 bargaining unit member 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 official personnel file.

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 administrator's 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 division 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 Addison Miller White Hall 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

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 grievant may appeal in writing to a grievance committee (selected by the AAUP-UC Grievance Officer in consultation with the grievant and not exceeding three (3) members of the AAUP-UC), and the President of the College for discussion and review in the presence of the grievant. This discussion and review must occur within ten (10) working days of receipt of the Step II reply. The President of the College will normally reply in

1 writing within ten (10) working days after the discussion and review meeting but
 2 in any event no later than twenty-one (21) days thereafter.
 3

4 Step IV. If no settlement is made in Step III, the AAUP-UC may submit the
 5 matter in writing (copied to the President of Utica College) to the American
 6 Arbitration Association pursuant to the Voluntary Labor Arbitration Dispute rules
 7 then in effect. The selection of the arbitrator and the procedures for the formal
 8 proceedings shall follow the American Arbitration Association rules. The
 9 submission to arbitration must occur within ten (10) working days of the receipt
 10 of the President's reply in Step III. The decision of the arbitrator shall be final and
 11 binding on both parties.
 12

13 B. The arbitrator shall have no power to add to, or subtract from, or change any provision of
 14 this Agreement, nor shall he/she have the power to imply any obligation not expressly set
 15 forth in this Agreement. No award shall be effective retroactive beyond the date of the
 16 grievance.
 17

18 C. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-
 19 UC.
 20

21 D. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to
 22 arbitration within the time limits at each stage herein set forth, and which may be extended
 23 only by the written consent of both the College and the AAUP-UC, it shall be deemed that
 24 the parties have waived the right to arbitration and the matter shall be deemed closed.
 25

26 E. The grievance/arbitration procedure shall not be available if the employee files a
 27 complaint with any state or federal agency relating to the same incident.
 28
 29

30 ARTICLE XVIII
 31 STRIKES AND LOCKOUTS
 32

33 A. During the term of this Agreement there shall be no strike, slowdown, boycott of classes,
 34 or any other concerted acts that interfere with normal operation of the College. In the event
 35 of a breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to
 36 terminate the participation of the individual bargaining unit member in such activities.
 37 Should any bargaining unit member participate in an action prohibited by this Article, the
 38 violator(s) shall be subject to discipline which may include discharge. The degree of
 39 discipline shall not be subject to the grievance/arbitration procedure but the question of
 40 whether the employee participated in an act prohibited by this Article is subject to the
 41 grievance/arbitration procedure.
 42

43 B. The College agrees that during the term of this contract there will be no lockout.
 44
 45

46 ARTICLE XIX
 47 COMPENSATION
 48

49 A. SALARIES
 50

51 2003 - 2004 ACADEMIC YEAR
 52

53 1. Effective with the starting date of their 2003 - 2004 contract, members of the
 54 bargaining unit employed prior to March 1, 2003, shall have their annual base salary

1 increased by a three and one-half percent (3.5%) standard increase, across the board for
2 the 2003 - 2004 academic year.
3

4 2. The President of the College has sole discretion to increase any individual salary,
5 beyond the provisions noted above, during the term of this agreement. The President will
6 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
7 action taken in accordance with this section.
8

9 2004 - 2005 ACADEMIC YEAR
10

11 1. Effective with the starting date of their 2004 - 2005 contract, members of the
12 bargaining unit employed prior to March 1, 2004, shall have their annual base salary
13 increased by a four and one-quarter percent (4.25%) standard increase, across the board,
14 for the 2004 - 2005 academic year.
15

16 2. An additional amount of \$9,000 will be placed into an equity fund to be distributed to
17 bargaining unit members as base salary increments for this academic year. A committee
18 consisting of two (2) members appointed by the President and three (3) members
19 appointed by the AAUP-UC will decide on the method used to determine equity
20 adjustments and the amounts of those allocations
21

22 3. The President of the College has sole discretion to increase any individual salary,
23 beyond the provisions noted above, during the term of this agreement. The President will
24 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
25 action taken in accordance with this section.
26

27 2005 - 2006 ACADEMIC YEAR
28

29 1. Effective with the starting date of their 2005 - 2006 contract, members of the
30 bargaining unit employed prior to March 1, 2005, shall have their annual base salary
31 increased by a four and one-quarter percent (4.25%) standard increase, across the board,
32 2005 - 2006 academic year.
33

34 2. An additional amount of \$9,000 will be placed into an equity fund to be distributed to
35 bargaining unit members as base salary increments for this academic year. A committee
36 consisting of two (2) members appointed by the President and three (3) members
37 appointed by the AAUP-UC will decide on the method used to determine equity
38 adjustments and the amounts of those allocations
39

40 3. The President of the College has sole discretion to increase any individual salary,
41 beyond the provisions noted above, during the term of this agreement. The President will
42 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
43 action taken in accordance with this section.
44

45 2006 - 2007 ACADEMIC YEAR
46

47 1. Effective with the starting date of their 2006 - 2007 contract, members of the
48 bargaining unit employed prior to March 1, 2006, shall have their annual base salary
49 increased by a four and one-quarter percent (4.25%) standard increase, across the board,
50 for the 2006 - 2007 academic year.
51

52 2. An additional amount of \$9,000 will be placed into an equity fund to be distributed to
53 bargaining unit members as base salary increments for this academic year. A committee
54 consisting of two (2) members appointed by the President and three (3) members

1 appointed by the AAUP-UC will decide on the method used to determine equity
2 adjustments and the amounts of those allocations
3

4 3. The President of the College has sole discretion to increase any individual salary,
5 beyond the provisions noted above, during the term of this agreement. The President will
6 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
7 action taken in accordance with this section.
8

9 2007 - 2008 ACADEMIC YEAR

10
11 1. Effective with the starting date of their 2007 - 2008 contract, members of the
12 bargaining unit employed prior to March 1, 2007, shall have their annual base salary
13 increased by a four and one-quarter percent (4.25%) standard increase, across the board,
14 for the 2007 - 2008 academic year.
15

16 2. An additional amount of \$9,000 will be placed into an equity fund to be distributed to
17 bargaining unit members as base salary increments for this academic year. A committee
18 consisting of two (2) members appointed by the President and three (3) members
19 appointed by the AAUP-UC will decide on the method used to determine equity
20 adjustments and the amounts of those allocations
21

22 3. The President of the College has sole discretion to increase any individual salary,
23 beyond the provisions noted above, during the term of this agreement. The President will
24 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any
25 action taken in accordance with this section.
26

27 B. PROMOTIONS

28
29 1. Effective with the starting date of their 2003 - 2004 contract, the increment to the
30 base salary of promoted members of the bargaining unit will be increased as follows:
31

32 A faculty member promoted to the rank of Professor by 7% to \$4,026

33 A faculty member promoted to the rank of Associate Professor by 4% to \$3,176

34 A faculty member promoted to the rank of Assistant Professor by 4% to \$2,802

35 A Librarian promoted to the rank of Librarian III by 7% to \$3,648

36 A Librarian promoted to the rank of Librarian II by 4% to \$2,619
37

38 2. Effective with the starting date of their 2004 - 2005 contract, the increment to the
39 base salary of promoted members of the bargaining unit will be increased as follows:
40

41 A faculty member promoted to the rank of Professor by 7% to \$4,308

42 A faculty member promoted to the rank of Associate Professor by 4% to \$3,303

43 A faculty member promoted to the rank of Assistant Professor by 4% to \$2,914

44 A Librarian promoted to the rank of Librarian III by 7% to \$3,903

45 A Librarian promoted to the rank of Librarian II by 4% to \$2,724
46

47 3. Effective with the starting date of their 2005 - 2006 contract, the increment to the
48 base salary of promoted members of the bargaining unit will be increased as follows:
49

50 A faculty member promoted to the rank of Professor by 7% to \$4,610

51 A faculty member promoted to the rank of Associate Professor by 4% to \$3,435

52 A faculty member promoted to the rank of Assistant Professor by 4% to \$3,031

53 A Librarian promoted to the rank of Librarian III by 7% to \$4,176

54 A Librarian promoted to the rank of Librarian II by 4% to \$2,833

4. Effective with the starting date of their 2006 - 2007 contract, the increment to the base salary of promoted members of the bargaining unit will be increased as follows:

- A faculty member promoted to the rank of Professor by 7% to \$4,933
- A faculty member promoted to the rank of Associate Professor by 4% to \$3,572
- A faculty member promoted to the rank of Assistant Professor by 4% to \$3,152
- A Librarian promoted to the rank of Librarian III by 7% to \$4,468
- A Librarian promoted to the rank of Librarian II by 4% to \$2,946

5. Effective with the starting date of their 2007 - 2008 contract, the increment to the base salary of promoted members of the bargaining unit will be increased as follows:

- A faculty member promoted to the rank of Professor by 7% to \$5,278
- A faculty member promoted to the rank of Associate Professor by 4% to \$3,715
- A faculty member promoted to the rank of Assistant Professor by 4% to \$3,278
- A Librarian promoted to the rank of Librarian III by 7% to \$4,781
- A Librarian promoted to the rank of Librarian II by 4% to \$3,064

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:

	8/15/03	8/15/04	8/15/05	8/15/06	8/15/07
	Dollar per				
	Credit Hour				
Faculty Rank:					
Professor	1043	1085	1128	1173	1220
Associate Prof.	953	991	1031	1072	1115
Assistant Prof.	865	900	936	973	1012
Instructor	802	834	867	902	938
Librarian	802	834	867	902	938

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

The term “domestic partner” as used in this Article refers to an individual whose application for an Acknowledgment of Domestic Partnership is in accordance with Utica College policy and has been approved by the director of Human Resources.

The term “retiree” as used in this Article refers to an individual aged at least 55, with a minimum of 5 years of service and a minimum combination of service and age at retirement equaling at least 65. All current bargaining unit employees aged 50 or older as of May 31, 2004 will be exempt from this provision.

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/domestic partner, all unmarried dependents to age 19, and unmarried dependents who are full-time students as determined by the plan.

2 a. For the time period 6/1/2003-12/31/2004, Utica College shall pay a percentage of the employee’s (individual) indemnity or point of service health insurance premium and a percentage of the employee’s family indemnity or 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.

b. For the time period 1/1/2005-12/31/2008, Utica College shall pay a percentage of the particular insurance plan chosen by the employee as provided below:

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

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 HMOs 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, pre-certification 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-

1 UC. The carrier remains at the discretion of the employer. Prior to any changes of the
2 carrier, the AAUP-UC Governing Board will be consulted. The AAUP-UC will have
3 representation at any meeting that reviews and recommends changes of the carrier.

4
5 Details of the plans are available in the Human Resources Office.

- 6
7 3. a. Retirees under the age of 65 may continue their enrollment in any medical plan
8 available to active employees at the prevailing contributory rate.
9
10 b. Retirees aged 65 through 69 will be covered by the College's group health
11 insurance plan under the following conditions and at no cost to the employee:
12
13 (1) The employee must have been enrolled in the plan at age 65.
14
15 (2) Federal Medicare benefits will be applied as an offset to the plan.
16
17 (3) Such coverage is also available to spouse/domestic partners of such retirees
18 who meet the eligibility requirements of the plan.
19
20 c. Retirees 70 or older should contact the Office of Human Resources for details
21 concerning continuing their coverage on a full payment basis.
22
23 d. Employees will become eligible for maternity benefits upon enrollment unless
24 they are carried by a previous plan. Maternity benefits will not be extended
25 beyond the date of termination of employment.
26

27 *B. GROUP LIFE INSURANCE PLAN*

28
29 The College agrees to provide Group (Term) Life Insurance coverage for full-time members
30 of the bargaining unit. Employees are eligible to enroll at the beginning of employment.
31 Upon enrollment, the coverage will include:

- 32
33 1. \$40,000 of Life Insurance and \$40,000 of Accidental Death and Dismemberment
34 insurance on a non-contributory basis.
35
36 2. Additional Life Insurance coverage up to \$500,000, based on the salary and age of the
37 employee, will be available to all members of the bargaining unit on a contributory basis.
38

39 Enrollment must occur within 31 days of the full-time employment date for immediate
40 coverage, and is canceled when employment terminates for any reason other than retirement
41 or covered disability.
42

43 Details of the Plan are described in the "Group Life Insurance Certificate" available in the
44 Human Resources Office.
45

46 *C. EDUCATIONAL BENEFITS*

47
48 A Summary of Educational Benefits is available in the Office of Human Resources. All
49 educational benefits described below are subject to IRS regulations. Syracuse University
50 benefits are subject to the terms and conditions of current agreements between Syracuse
51 University and Utica College and thus may be superseded by changes in the Syracuse
52 University policy. In addition, students are eligible for only one program at a time; if both
53 parents are employed by Utica College, students do not receive double benefits.
54

1 1. Utica College Remitted Tuition
2

3 All bargaining unit members are eligible upon employment for up to fifteen (15)
4 hours (non-cumulative) of remitted tuition each academic year beginning with the fall
5 semester. Bargaining unit members hired after the beginning of the fall semester will
6 be eligible for prorated remitted tuition subject to the guidelines available in the
7 Office of Human Resources.
8

9 Student activity, laboratory, technology, individual instruction, health, athletic,
10 general and other fees are not remitted and must be paid by the individual. The
11 College also reserves the right to restrict the use of remitted tuition for certain
12 workshop courses, non-credit courses, and special programs.
13

14 Bargaining unit employees may transfer the total number of their remitted tuition
15 credits to IRS dependents and spouses/declared domestic partners, provided the
16 spouse/domestic partner is not also eligible for remitted tuition as an employee or
17 graduate assistant. Transfer of remitted tuition credits is limited, however, to a
18 maximum of 7.5 per semester or summer session.
19

20 All remitted tuition benefits cease with termination of employment for any reason
21 other than retirement. Course enrollments of either the bargaining unit member, IRS
22 dependent, or spouse/domestic partner, that are continued after a termination that
23 occurs during a semester will require payment of prorated tuition balance.
24

25 Exceptions to these above limits and conditions are the sole prerogative of the
26 President of the College.
27

28 Retirees are eligible for the same remitted tuition benefits.
29

30 2. Syracuse University Remitted Tuition
31

32 All bargaining unit members are eligible for a total of twelve (12) hours of
33 undergraduate remitted tuition at Syracuse University, beginning with the fall
34 semester. Bargaining unit members hired after the beginning of the fall semester will
35 be eligible for prorated undergraduate remitted tuition subject to guidelines available
36 in the Office of Human Resources.
37

38 Bargaining unit members may transfer up to six (6) remitted tuition credit hours per
39 year to a spouse/domestic partner. There is no remitted tuition for an IRS
40 dependent/child at Syracuse University.
41

42 Retirees are eligible for these same remitted tuition benefits.
43

44 3. Graduate Remitted Tuition
45

46 Bargaining unit members are eligible for a total of twelve (12) graduate credits per
47 year at Utica College or Syracuse University with a limit of six (6) credit hours per
48 semester. At Utica College graduate courses may be taken on a space available basis
49 only.
50

51 Bargaining unit members may transfer up to six (6) credit hours of unused graduate
52 credits to a spouse/domestic partner. There is no graduate remitted tuition for an IRS
53 dependent/child.
54

1 4. Child Dependent Scholarships
2

3 Bargaining unit members, upon completion of three years continuous service, are
4 eligible for dependent tuition benefits.
5

6 Children (natural, legally adopted, or stepchildren claimed with IRS as dependents by
7 the employee parent), may receive tuition scholarships applicable to full-time or part-
8 time work in a matriculated status for studies leading to the first baccalaureate degree
9 at Syracuse University or Utica College. This scholarship benefit is equal to the
10 minimum number of credit hours required for completion of the student's degree
11 program. The benefit is limited to those total credit hours or completion of the first
12 baccalaureate degree, whichever comes first. The student must meet the respective
13 institution's requirements for admission to and continuation in the academic program.
14 Dependent children who have attended other institutions will have their number of
15 credit hours of scholarship reduced by the number of credit hours of study accepted
16 for transfer from the other institution(s).
17

18 For each recipient of a child dependent scholarship the maximum benefit awarded is
19 regular tuition less the sum of all tuition assistance, state scholarships/grants received
20 by the student who qualifies for such aid. The student who qualifies must apply for all
21 such state and federal tuition assistance awards. Failure to apply when qualified will
22 result in a reduction of the dependent scholarship benefit by the equivalent of the
23 minimum amount of state scholarships/grants.
24

25 Termination of employment or change in status to less than full-time employment
26 will immediately terminate dependent tuition benefits. Student enrollment continued
27 after termination that occurs during a semester will require payment of the prorated
28 tuition balance.
29

30 If a bargaining unit member who has completed seven years consecutive service dies,
31 dependent tuition scholarship benefits will be made available to surviving dependent
32 children of the deceased member who are participating at the time of death or when
33 such surviving dependent children become eligible for matriculation in an academic
34 program at Syracuse University or Utica College.
35

36 This same benefit coverage will be extended to the dependent children of full-time
37 bargaining unit members who officially/formally retire from Utica College.
38

39 Student Activity, laboratory, individual instruction, health, athletic, general and other
40 fees are not covered by dependent tuition scholarship benefits and must be paid by the
41 individual.
42

43 5. Spouse/Domestic Partner Dependent Scholarship
44

45 In addition to benefits for their dependent children, bargaining unit members are
46 eligible, upon completion of 3 years continuous service, for tuition benefits for their
47 spouse/domestic partners as described below.
48

49 Spouse/domestic partners of full-time bargaining unit members may receive tuition
50 scholarship awards for either full-time or part-time work in a matriculated status or
51 studies leading to the first or second baccalaureate degree. This scholarship benefit is
52 equal to the minimum number of credit hours needed for the completion of either but
53 not both first or second baccalaureate degree.
54

1 Spouse/domestic partners receiving dependent scholarship tuition benefits may not
 2 receive simultaneously unused credits transferable from the bargaining unit member
 3 as described in “1. & 2.” above. Termination of full-time employment terminates
 4 dependent scholarship benefits for the spouse/domestic partner. However, if the
 5 bargaining unit member retires or dies, a spouse/domestic partner matriculating in an
 6 academic program at Syracuse University or Utica College and receiving a dependent
 7 scholarship aid at the time will continue to receive these benefits under the original
 8 terms of the spouse/domestic partner’s program.
 9

10 6. Tuition Exchange Programs

11
 12 Utica College’s current membership in Tuition Exchange, Inc. and CIC Tuition
 13 Exchange enables bargaining unit members at Utica College to apply for tuition
 14 exchange benefits for their dependent children at other institutions participating in
 15 Tuition Exchange after three (3) years of consecutive full-time employment.
 16

17 These awards are subject to certain restrictions and are based on availability of places
 18 for Utica College dependents. Bargaining unit members should check with the Office
 19 of Human Resources for details.
 20

21 7. Cash Grant Program

22
 23 Dependent children of members of the bargaining unit who have completed seven (7)
 24 years of consecutive full-time service are eligible to apply for a cash grant benefit.
 25 This program provides for payment of a cash grant, applicable to tuition only, when
 26 the dependent child attends another accredited college or university. The maximum
 27 cash grant is \$800 per semester for eight (8) semesters. This benefit continues if the
 28 employee retires or dies.
 29

30 *D. LONG TERM DISABILITY PLAN*

31
 32 The College agrees to provide a Long Term Disability Plan for bargaining unit members
 33 covered by this Agreement in the event of absence from work due to occupational or non-
 34 occupational injury or sickness which prevents the bargaining unit member from performing
 35 each and every duty of his/her occupation.
 36

37 The Plan for bargaining unit members with one or more years of continuous service provides
 38 the following benefits. For bargaining unit members with less than one year of continuous
 39 service, the benefits will continue for 12 months only.
 40

- 41 1. For the first sixteen (16) weeks of disability the eligible person will receive full pay.
- 42
- 43 2. For the seventeenth (17th) week of disability to the end of disability, age 65 or death,
 44 whichever comes first, the employee will be paid at 60% of base salary less any benefit
 45 reduction, such as disability benefits under Social Security or Worker’s Compensation. In
 46 such cases, the College will waive Group Life and Health Insurance premiums.
 47

48 For more details, see Utica College’s Salary Continuation Plan. The Master Plan is on file in
 49 the President’s office. The entire cost of this non-contributory plan is paid by the College.
 50

51 *E. TIAA/CREF RETIREMENT PLAN*

52
 53 Utica College provides the TIAA/CREF Retirement Plan for bargaining unit members.
 54

1 For employees hired on or before May 31, 2004, the Employer will contribute an amount
 2 equal to 11% of the employee’s eligible (base salary) earnings to TIAA/CREF.
 3

4 For employees hired after May 31, 2004, the Employer will contribute an amount of the
 5 employee’s eligible (base salary) earnings to TIAA/CREF as shown in the following chart:
 6

7	Year 1	0%*
8	Years 2-4	6%
9	Years 5-7	9%
10	Years 8+	11%

11
 12 *Newly employed bargaining unit members previously
 13 employed full-time at another four-year college or university
 14 that provided retirement benefits through TIAA-CREF will
 15 receive 6% in their first year of employment at Utica College.
 16

17 Complete details about eligibility requirements of the plan can be found in the TIAA-CREF
 18 Plan Document kept in the Office of Human Resources.
 19

20 *F. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE*
 21

22 Bargaining unit members are eligible upon employment for enrollment in a separate
 23 contributory plan for a more comprehensive Accidental Death and Dismemberment Program
 24 of Coverage. Details of the plan can be secured in the Human Resources office.
 25

26 *G. HEALTH INSURANCE WAIVER BUYOUT PLAN*
 27

28 The “Health Insurance Waiver Buyout Plan” is available to all bargaining unit members who
 29 have alternative hospitalization and major medical insurance and have opted to waive
 30 insurance coverage available through the College. This benefit is extended to bargaining unit
 31 members whose spouse/domestic partner currently works at Utica College; the benefit in this
 32 instance is limited to the Individual Plan rate. (See section 4 below.)
 33

34 Bargaining unit members waiving coverage through the College receive an opt-out credit.
 35 Enrollment in the Waiver Buyout Plan will be conducted each year during the open
 36 enrollment period, generally held during the month of November. During this period, eligible
 37 bargaining unit members will be able to elect a change in coverage or a waiver buyout with
 38 changes to be effective January 1 of the following year.
 39

40 The Waiver Buyout Plan will provide the bargaining unit member with an annual lump-sum
 41 payment made payable in December of each year. The bargaining unit member must be on
 42 payroll at the time of the payment.
 43

44 The bargaining unit member must provide the Office of Human Resources, upon request,
 45 proof of enrollment.
 46

47 If an eligible bargaining unit member, after a careful review of other insurance coverage
 48 available to them through alternate carriers, decides to take advantage of the “Waiver” plan,
 49 he or she must comply with the following regulations to be eligible for the annual buyout:
 50

- 51 1. The bargaining unit member must sign a properly completed waiver and be off the Utica
 52 College Health Insurance plans for eleven consecutive months (January through
 53 November) prior to the date of payment. Payments will be made in December of each
 54 calendar year.

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2. Enrollment in the “Waiver” plan will be considered valid only upon receipt of the “Waiver” form in the Human Resource Office during the open enrollment period which is generally held in November. Note: It is incumbent upon the individual bargaining unit member to complete a “Waiver” form each calendar year.

3. If, during the course of the year, circumstances change and a bargaining unit member experiences a qualifying event (contact the Office of Human Resources for examples) in which alternative coverage is no longer available, the bargaining unit member may enroll in any of the College plans. However, no prorated payment will be made.

4. Payment Schedule Floor:

Bargaining Unit Member Eligibility	Annual Payment
Individual Plan	\$500.00
Subscriber & One	\$800.00
Family Plan	\$1000.00

Contact the Office of Human Resources if you have questions or if you would like more information about this benefit.

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.

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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 A), 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 XXVII
SIGNATURES

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:

For AAUP-UC:

by: Todd S. Hutton
President, Utica College

by: Patrick M. Boyd
President, AAUP-UC

by: Louis P. Gigliotti
Chief Negotiator

by: Ronald E. LaBella
Chief Negotiator

by: Robert E. Woods
Negotiator

by: Mary Ann Janda
Negotiator

by: Mary B. Morton
Negotiator

by: Mary Anne Hutchinson
Negotiator

by: R. Barry White
Negotiator

by: Robert F. Darcy
Secretary, AAUP-UC

Date: _____

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