

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

EXPIRES MAY 31, 2003

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1
2 ARTICLE I
3 PREAMBLE
4

5 This is an agreement made and entered into as of June 1, 2000, by and between Utica College
6 (hereinafter called the employer or the College) and Utica College's Chapter of American
7 Association of University Professors (hereinafter called AAUP-UC). In reference to the Chief
8 Administrative Officer of the College, whenever the term President is used in this
9 Agreement, the parenthetic (or designee) is automatically deemed a part of the term.
10

11
12 ARTICLE II
13 PURPOSE AND INTENT
14

15 The purpose of this Agreement is to set forth the rights and responsibilities of the parties to
16 this Agreement with the goal to create an atmosphere of excellence in education. Both parties
17 agree to strive together to insure the highest quality of service and professional standards of
18 education. It is with these goals in mind that they have entered into this collective bargaining
19 Agreement.
20

21
22 ARTICLE III
23 RECOGNITION
24

25 The College recognizes the AAUP-UC as the sole bargaining agent for the purpose of
26 collective bargaining in respect to terms and conditions of employment and rates of pay for
27 the bargaining unit as described below:
28

29 All full-time faculty members including non-tenured faculty members employed under
30 terminal contracts; Librarians I, II, or III; academic Program Directors and Coordinators;
31 Higher Education Opportunity counselors and coordinators; field work counselors employed
32 by Utica College, but excluding all part-time faculty members; visiting and exchange faculty
33 and librarians; non-professional employees; administrative personnel; coordinators of
34 clinical, fieldwork, or internship education who are not full-time ranked faculty members;
35 Dean of the Faculty; Associate Deans and Deans of Academic Divisions; Dean of Graduate
36 Studies and Continuing Education; Director of the Library; Director of the Higher Education
37 Opportunity Program; and all guards and supervisors as defined by the Act; and all other
38 employees.
39

40
41 ARTICLE IV
42 MANAGEMENT RIGHTS
43

44 Except as otherwise specifically provided herein and subject to the terms of this contract, all
45 rights, functions and prerogatives of management will remain vested in Utica College, such
46 as, but not limited to, the right to determine open positions, (see Article IX, A), to decide
47 qualifications of applicants (see Article IX, A), to appoint, renew or not renew appointments
48 (see Article IX, B), to grant tenure (see Article IX, C, 1), to promote rank (see Article IX, D),
49 develop or reduce or eliminate programs of study (see Article XVI), to determine and
50 schedule the academic year, to decide the direction the College will take on financial matters,
51 and the control and development of all of its properties.
52

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 which has no relationship to his/her subject.

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

ARTICLE VIII
GOVERNANCE

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

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

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

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

ARTICLE IX FACULTY

A. APPOINTMENTS AND REASSIGNMENTS

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

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

1
2 If a faculty member's request for reassignment to a different division is approved by the
3 President after consultation with the affected divisions, the faculty member's promotion and
4 tenure recommendations will be made only by the tenured faculty of the division to which the
5 faculty member has been reassigned.

6
7 Up to a maximum of three (3) years full-time service at another college or university may be
8 credited to the new faculty member. The exact number of years credited will be negotiated
9 between the new faculty member and the Dean of the relevant division at the time of the
10 appointment and finalized by the end of the new faculty member's first semester of teaching.
11 In the event that the division Dean and the new faculty member cannot reach an agreement,
12 the President of the College will make a final and binding decision.

13 14 *B. RENEWAL OF APPOINTMENTS*

15
16 The recommendation to the President to renew or not to renew an appointment in the first
17 three (3) years of a faculty member's service at the College is the prerogative of his/her
18 division Dean after consultation with the tenured faculty of the Division in a meeting called
19 for that purpose. The recommendation is subject to the approval of the President. In cases
20 where nonrenewal is recommended by the division Dean, the affected bargaining unit
21 member shall have the right to present his/her case in person to the President. Declaration of
22 intent to present his/her case to the President must be made, in writing, within ten (10)
23 working days of notification of nonrenewal of appointment. The affected bargaining unit
24 member shall have the right to request the assistance of another bargaining unit member in
25 presenting his/her case to the President. Faculty members in their fourth or fifth year of
26 service at the College whose renewal of appointment is not recommended by the division
27 Dean and the tenured faculty of the Division shall have their cases considered by the Faculty
28 Affairs Committee. An individual who has elected to accept two or three years credited
29 service upon appointment has waived the right to a Faculty Affairs Committee review of a
30 negative decision for renewal in the fourth or fifth year of credited service at the College. The
31 President's decisions are not subject to appeal to the Board of Trustees.

32 33 *C. TENURE*

34
35 Tenure is the granting of a continuing appointment at Utica College to the faculty members
36 represented by the AAUP-UC who have served a probation period and who have met the
37 criteria outlined in this section. Tenure may be terminated for financial exigency,
38 discontinuation of academic programs, or for adequate cause. In the case of termination of
39 tenure for cause, the burden of proof by the standard of clear and convincing evidence
40 concerning the cause rests with the College.

41
42 The maximum probation period for tenure at Utica College is seven years. Notice should be
43 given at least one year prior to the expiration of the probation period if the faculty member is
44 not to be continued in service after the expiration of that period. Leaves of absence are not
45 normally considered as periods of service in rank. However, persons applying for leave of
46 absence under conditions which they feel should be afforded such consideration can apply to
47 the Faculty Affairs Committee for consideration of time in rank credit based on the academic
48 merit of the particular experience associated with the leave.

49
50 The probation period gives candidates time to prove themselves and their colleagues time to
51 observe and evaluate the candidates on the basis of performance in their position rather than
52 only on the basis of education, training, and recommendations.

1. Procedures

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

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

2. Criteria

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

Evaluation categories will be as follows:

- a. Teaching. The candidate should show outstanding ability and interest in teaching. In addition to evaluating classroom performance, the Committee will consider the candidate's activities as an academic advisor and work done with students outside the classroom. The Committee may use student opinionnaires and evaluation by colleagues in judging teaching performance. Creative teaching, the innovation of courses and programs, and the improvement of existing courses will also be taken into consideration.
- b. Professional Accomplishment. The candidate should show evidence of creative activity in his/her field. Scholarly publication, including either books or articles in reputable journals, is one measure of professional accomplishment. The Committee will consider other evidence of creative activity besides publication. Publication is desirable but not absolutely necessary for tenure and promotion.
- c. Service. A candidate should show evidence of meritorious service to the teaching profession, the College, and the community at large. Service in the AAUP-UC shall be recognized as such service.

D. PROMOTION

The division Dean will request a current Summary of Professional Activities from the candidate, which the division Dean will review prior to submitting it to the Faculty Affairs

Committee. The division Dean will call a meeting of the tenured members of the faculty of the division to discuss the qualifications of the candidates who have chosen to be considered for promotion. The vote and recommendations of the tenured members of the division will be forwarded to the Faculty Affairs committee. The division Dean will also submit an independent recommendation to the Committee.

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

1. Procedures for Faculty Promotion

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

b. Time in Rank

(1) To be considered for promotion:

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

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

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

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

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

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

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

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

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

2. Evaluation Categories:

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

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

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

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

E. PROCEDURES FOR APPEAL

Applicants for reappointment, tenure, and promotion who do not receive a positive recommendation from the Faculty Affairs Committee or the Dean of the Faculty have the right to appeal the decision to the Faculty Affairs Committee. (For appeals pertaining to procedure, see Article VIII, B.2). The intent to appeal must be forwarded in writing within ten (10) working days of the receipt of the decision to the Dean of the Faculty and the Chair pro tempore of the Faculty Affairs Committee. The burden of proof rests with the appellant. The proceeding of appeal will commence within fourteen (14) working days after receipt of the written intent to appeal.

Applicants who are not satisfied with the results of their appeal have the right to present their objections to the President. They have the right to present their cases with the assistance of a bargaining unit member of their choosing.

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

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

F. DISCIPLINARY PROCEDURES

1. Procedures Not Resulting In Dismissal

See ARTICLE XII.

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

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

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

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

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

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

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

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

d. If no resolution can be reached in the preliminary proceedings stated in b., the AAUP-UC may decide to initiate a formal proceeding. An arbitration panel comprised of a member of the Utica College faculty, a Utica College administrator, and an arbitrator agreed upon by the two aforementioned parties, shall be constituted. The selection of the arbitrator and the procedures for the formal proceedings shall follow the American Arbitration Association rules.

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

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

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

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

G. SABBATICAL LEAVES

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

H. EMERITUS STATUS

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

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

I. TEACHING LOAD

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

1. The required teaching load of a full-time faculty member shall not exceed twenty-four (24) classroom contact hours per academic year. All full-time members of the faculty shall be eligible to apply for compensated overload, not to exceed one course per semester, at the then prevailing overload rate, and assignment shall be by the Dean of the Faculty.
2. Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the division Dean or Dean of the Faculty, to attend scheduled meetings of the Division and the College, including Commencement and Convocation, to provide accurate and timely reports as requested by the College concerning student evaluations and enrollment; shall arrange, schedule, and hold office hours at times reasonably convenient to students; assist in registration and orientation

1 during the academic year, provide syllabi, administer teaching evaluations in their
2 classes, and complete other appropriate college duties.

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

6
7 a. The affected faculty member will submit in writing with the assistance of the
8 President of the AAUP-UC to the division Dean the planned workloading (consistent
9 with the needs of the approved program) for each semester. Upon approval of the plan
10 by the division Dean, the plan will be submitted for approval to the President by the
11 division Dean.

12
13 b. In those cases where a faculty member has more than three (3) course preparations
14 in a semester, or extra heavy responsibilities other than classroom instruction are
15 required of a faculty member, a commensurate reduction in teaching load may be
16 approved by the President.

17
18 c. Such special arrangements for faculty when approved shall be forwarded to the
19 AAUP-UC.

20
21 *J. PROFESSIONAL DEVELOPMENT COMMITTEE*

22
23 1. Every tenured faculty member will be reviewed on a periodic basis in compliance
24 with State Education Department requirements.

25
26 2. It will occur every five years after tenure, with the five-year intervals resetting with a
27 promotion. Those anticipating retirement within three years may elect not to be reviewed
28 provided there is a written declaration of retirement.

29
30 3. The candidates will supply three reflective statements (one for each of the traditional
31 criteria: teaching, professional accomplishments, and service). These statements should
32 be supplemented with supporting documents - articles, papers, evidence of teaching
33 effectiveness, etc.

34
35 4. While there is a summative aspect to the review, the underlying philosophy of the
36 process is formative, and the focus is to be developmental. The Professional Development
37 Committee (PDC) will review the materials and meet with the candidate. The committee
38 will make formative and summative recommendations, which are then sent to the Dean of
39 the Faculty.

40
41 5. The committee will recommend whether to allocate the budgeted amount (\$1000) to
42 base salary or to the faculty development fund. If the PDC recommends allocating the
43 funds to salary, a candidate may elect to place \$3,000 (in lieu of the salary base increase)
44 into a restricted account for the candidate's purchase of equipment (to be College-
45 owned), travel, or supplies.

46
47 6. When further faculty development is indicated in one or more of the three areas, the
48 candidate is expected to develop a plan in consultation with the Dean of the Faculty as a
49 procedure for applying for support from the faculty development fund. A candidate who
50 feels significant progress has been achieved may request an early review (in the third or
51 fourth year) at which time the candidate will be eligible for the salary base increment.

52
53 7. Applicants who do not receive a favorable review by the PDC or the Dean of the
54 Faculty have the right to appeal the decision. The appeal must be forwarded in writing

1 within ten (10) working days of the receipt of the decision to the Dean of the Faculty and
2 the Chairperson of the PDC. The appeal hearing will commence within fourteen (14)
3 working days after receipt of the written intent to appeal. The affected faculty member
4 has the right to present his or her objections to the decision in person to the Dean of the
5 Faculty and PDC. He or she has the right to present the case with the assistance of a
6 tenured faculty member of his or her choosing. The PDC makes a recommendation to the
7 Dean of the Faculty, but the final decision rests with the Dean of the Faculty. The Dean's
8 decision is not open to appeal. This review process and any results therefrom cannot be
9 used in any disciplinary proceeding under Article IX, F.

10
11
12 *K. DISTANCE LEARNING AND INTELLECTUAL PROPERTY COMMITTEE*

13
14 The College supports the development, production, and dissemination of copyrightable,
15 trademarkable, patentable, and other intellectual properties, as defined by current
16 copyright and patent law, by its employees in a variety of instructional media. It shall be
17 the obligation of the creator of intellectual property to act to protect his/her rights
18 pertinent thereto under the law. The College agrees that it shall notify bargaining unit
19 members in advance of development of any materials which it intends to claim as "work
20 for hire."

21
22 A joint Committee on Intellectual Property and Distance Learning will be established to
23 determine rights and obligations of bargaining unit members; to include, but not be
24 limited to, rights in intellectual property and compensation for distance learning courses.
25 This committee will consist of three (3) bargaining unit members, nominated by the
26 AAUP Governing Board, and three (3) administrators, nominated by the President. This
27 committee will collect data and information and report its findings to the AAUP-UC and
28 the administration no later than May 1, 2001. It is the goal of the College and the AAUP-
29 UC to approve a Memorandum of Understanding on these issues by September 30, 2001.

30
31 In the interim, bargaining unit members may offer appropriate courses in a Distance
32 Learning format; however, they shall not be required to do so except as mandated by
33 existing program requirements. No member of the bargaining unit should participate in
34 distance education courses or programs without adequate technical training and/or
35 support and without prior approval of such courses and programs through the normal
36 procedures leading to Curriculum Committee approval.

37
38
39 *ARTICLE X*
40 *LIBRARIANS*

41
42
43 *A. APPOINTMENTS*

44
45 All appointments to the position of librarian will be made by the President on the
46 recommendation of the Director of the Library on a fiscal year basis. A search committee of
47 three will be created from the professional staff to assist and recommend candidates to the
48 Director of the Library for appointment to open positions.
49

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

7 8 *B. RENEWAL OF APPOINTMENTS* 9

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

14
15 Notice of non-reappointment, or of intention not to recommend reappointment, should be
16 given in writing in accordance with the following standards:

- 17
18 1. Not later than March 1 of the first year of service, if the appointment expires at the
19 end of that fiscal year.
- 20
21 2. Not later than December 15 of the second year of service, if the appointment expires
22 at the end of that fiscal year.
- 23
24 3. At least twelve months before the expiration of an appointment after two or more
25 years in the institution.

26 27 *C. CONTINUOUS APPOINTMENT* 28

29 1. Procedure 30

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

44
45 The Faculty Affairs Committee recommends to the President for his/her approval that
46 continuous appointment be granted or denied. Candidates will be notified in writing by
47 the President of the award or denial of continuous appointment.

2. Criteria

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

Evaluation categories will be as follows:

- a. Librarianship: Candidates should demonstrate excellence in the acquisition, organization or retrieval of library resources. Evaluation by colleagues, creative or innovative activities within specific areas of responsibility may be considered in judging performance.
- b. Professional Accomplishment: Candidates should demonstrate participation in professional activities in the areas of academic librarianship such as, but not limited to, library consortia and network development, computer applications, and professional organizations.
- c. Service: Candidates should show evidence of meritorious service to librarianship, the College, and the community at large. Service in the AAUP-UC shall be recognized as such service.

D. PROMOTION

The Director of the Library will request a current Summary of Professional Activities from the candidate which the Director of the Library will review prior to submitting it to the Faculty Affairs Committee. The Director of the Library will call a meeting of the librarians holding continuous appointment to discuss the qualifications of the candidates who have chosen to be considered for promotion. When there are fewer than three librarians holding 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 the meeting will be forwarded to the Faculty Affairs Committee. The Director of the Library will also submit an independent recommendation to the Committee. Recommendation for promotion for librarians will be made to the President by the Faculty Affairs Committee. Candidates will be notified in writing by the President of the award or denial of promotion.

1. Education: The MLS shall be considered the terminal degree for librarians. Lack of an additional degree shall not preclude librarians from consideration for promotion provided they have the other prerequisites listed below.
2. Time in rank: To be considered for promotion in rank:
 - a. from Librarian I to Librarian II; candidates must have completed no less than two years in the rank of Librarian I.
 - b. from Librarian II to Librarian III; candidates must have completed no less than three years in the rank of Librarian II.

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

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

1
2 *E. PROCEDURES FOR APPEAL*
3

4 Applicants for promotion or continuous appointment who do not receive a positive
5 recommendation from the Faculty Affairs Committee or the Dean of the Faculty have the
6 right to appeal the decision to the Faculty Affairs Committee. (For appeals pertaining to
7 procedure, see Article VIII, B.2). The intent to appeal must be forwarded in writing within
8 ten (10) working days of the receipt of the decision to the Dean of the Faculty and the Chair
9 pro tempore of the Faculty Affairs Committee. The burden of proof rests with the appellant.
10 The proceeding of appeal will commence within fourteen (14) working days after receipt of
11 the written intent to appeal.
12

13 Applicants who are not satisfied with the results of their appeal have the right to present their
14 objections to the President. They have the right to present their cases with the assistance of a
15 bargaining unit member of their choosing.
16

17 Matters involving promotion or continuous appointment are not subject to the grievance
18 procedures outlined in Article XVII, but are limited to the procedure outlined in this Article.
19

20 *F. REDUCTION OF LIBRARIAN STAFF*
21

22 In the event of a reduction in staff of professional librarians, the librarian with least service
23 will be affected first, providing the more senior librarian has the skill and ability to perform
24 the required work. In the event that a librarian with three or more years of service is
25 terminated for cause, the affected librarian has the right to present his/her objections to the
26 decision to the Faculty Affairs Committee and/or to the President, with the assistance of a
27 bargaining unit member as he/she decides, within 10 calendar days of notice of termination.
28 Termination for cause is not subject to the grievance procedure as outlined in Article XVII
29 but is limited to the aforementioned review.
30

31 *G. VACATION*
32

33 Vacation of twenty (20) days will be granted on the one year anniversary date of full
34 employment and on each subsequent June 1. Vacation is to be taken at the mutual
35 convenience of the Librarian and the Director of the Library and must be taken during the
36 fiscal year (June 1-May 31) in which it is granted. Vacation not taken by May 31 of the year
37 in which it was granted will be forfeited.
38

39 During the probation year, but within the fiscal year in which he/she will attain one full year
40 of service, with the approval of the Director of the Library, a librarian may schedule vacation
41 time without pay, and be reimbursed at the end of the full year of service.
42

43 Librarians who are actively employed also receive one-half the number of working days
44 which occur during the student vacations at the end of the fall term and during the Spring
45 vacation. All librarians are eligible upon employment. These short periods must be taken
46 during the recess or, if a librarian must cover a schedule during one of these periods,
47 compensatory time is to be taken within a reasonable time thereafter, preferably within one
48 month. Such vacation time will be taken at the mutual convenience of the employee and the
49 Library Director.
50

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

H. LEAVE OF ABSENCE

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

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

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

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

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

I. ALTERNATIVE WORK SCHEDULES

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

ARTICLE XI HEOP REPRESENTED PERSONNEL

A. APPOINTMENTS

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

B. REDUCTION OF STAFF

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

1
2 C. VACATION
3

4 Vacation of twenty (20) days shall be granted on the one year anniversary date of full
5 employment and on each subsequent June 1. Vacation is to be taken at the mutual
6 convenience of the employee and the Director and must be taken during the fiscal year June
7 1-May 31) in which it is granted. Vacation not taken by May 31 of the year which it is
8 granted will be forfeited.
9

10 During the probation year, but within the fiscal year in which he/she will attain one full year
11 of service, with the approval of the Director, an employee may schedule vacation time
12 without pay, and be reimbursed at the end of the full year of service.
13

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

22 If a written request is sent by the employee to the Office of the Comptroller at least ten (10)
23 working days prior to a scheduled vacation, a check for any pay day falling within the
24 scheduled vacation will be available on the day before the vacation commences.
25
26

27 ARTICLE XII
28 PROGRESSIVE DISCIPLINE
29

30 Progressive discipline is a procedure designed to identify and resolve performance and/or
31 behavior problems. It provides a structure for the College and bargaining unit members to
32 work closely and systematically together when bargaining unit members are consistently not
33 meeting their contractual duties.
34

35 The steps of progressive discipline may involve verbal warnings, written warnings,
36 suspension, and dismissal. The College maintains the sole right to determine the response to
37 any such employment matter. Procedures for appeal or grievance are described elsewhere in
38 this contract. The process is flexible; several written warnings, for example, may be issued
39 before a suspension, or the seriousness of the problem may result in moving directly to
40 suspension or dismissal.
41

42
43 ARTICLE XIII
44 BARGAINING UNIT PERSONNEL FILES
45

46 A. The College will maintain one central personnel file on each employee covered by this
47 contract in the Administrative Office located in DePerno Hall. This provision shall not
48 preclude the accumulation of a file in the appropriate division office.
49

50 Each employee will have the right to review contents in his/her Division file and Central
51 Personnel file, dating from the first day of employment. Such review will be carried out at a
52 reasonable time and on an appointment basis in the presence of the chief academic officer (or
53 his/her designee).
54

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

D. Persons having access to the files will be limited to the President or his/her designee and on a need to know basis relative to the 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 the Administration Building for use of the AAUP-UC.
- B. The College will furnish adequate office space for the AAUP-UC. In return, the AAUP-UC established an endowed scholarship to benefit students at Utica College. An annual award will be presented.
- C. The College will make reasonable efforts to continue parking benefits without cost (excluding fines for parking violations), secretarial services, duplicating facilities, dining facilities and reasonable use of facilities for AAUP-UC purposes on a reservation basis. It is understood that the bargaining unit will pay for any labor or supplies for services expended for AAUP-UC matters.

ARTICLE XVI
REDUCTION IN FORCE

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:

1
2 Step I. A grievance should first be raised informally and orally by the
3 employee(s) with or without AAUP-UC representation with the appropriate
4 administrator within ten (10) working days of the incident giving rise to the
5 grievance, or within ten (10) working days of the date that the employee has
6 knowledge of the incident, if later.

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

16
17 Step III. If the grievance is not resolved in Step II, the matter may be appealed
18 in writing to the Grievance Committee (not to exceed three (3) members of the
19 AAUP-UC selected by the Grievance Officer in consultation with the grievant),
20 and the President of the College for discussion and review in the presence of the
21 grievant. This appeal must occur within ten (10) working days of receipt of the
22 Step II answer. The President of the College will reply in writing within ten (10)
23 working days of receipt of the appeal.

24
25 Step IV. If no settlement is made in Step III the AAUP-UC may submit the
26 matter in writing (copy to the College) to the American Arbitration Association in
27 accordance with its voluntary arbitration rules. The submission to arbitration must
28 occur within ten (10) working days of the receipt of the President's reply in Step
29 III. The decision of the arbitrator shall be final and binding on both parties.

30
31 B. The arbitrator shall have no power to add to, or subtract from, or change any provision of
32 this Agreement, nor shall he/she have the power to imply any obligation not expressly set
33 forth in this Agreement. No award shall be effective retroactive beyond the date of the
34 grievance.

35
36 C. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-
37 UC.

38
39 D. Unless the grievance is raised, served in writing, proffered, appealed, and submitted to
40 arbitration within the time limits at each stage herein set forth, and which may be extended
41 only by the written consent of both the College and the AAUP-UC, it shall be deemed that
42 the parties have waived the right to arbitration and the matter shall be deemed closed.

43
44 E. The grievance/arbitration procedure shall not be available if the employee files a
45 complaint with any state or federal agency relating to the same incident.

46
47
48 ARTICLE XVIII
49 STRIKES AND LOCKOUTS

50
51 A. During the term of this Agreement there shall be no strike, slowdown, boycott of classes,
52 or any other concerted acts that interfere with normal operation of the College. In the event of
53 a breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to
54 terminate the participation of the individual bargaining unit member in such activities.

Should any bargaining unit member participate in an action prohibited by this Article, the violator(s) shall be subject to discipline which may include discharge. The degree of discipline shall not be subject to the grievance/arbitration procedure but the question of whether the employee participated in an act prohibited by this Article is subject to the grievance/arbitration procedure.

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

ARTICLE XIX COMPENSATION

A. SALARIES

2000 - 2001 ACADEMIC YEAR

1. Effective with the starting date of their 2000 -2001 contract, members of the bargaining unit employed prior to March 1, 2000, shall have their annual base salary increased by a three percent (3%) standard increase, across the board, plus a one percent (1%) competitive compensation adjustment, across the board, for the 2000 -2001 academic year.

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

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

2001 - 2002 ACADEMIC YEAR

1. Effective with the starting date of their 2001 -2002 contract, members of the bargaining unit employed prior to March 1, 2001, shall have their annual base salary increased by a three percent (3%) standard increase, across the board, plus a one percent (1%) competitive compensation adjustment, across the board, for the 2001 - 2002 academic year.

2. An additional amount of \$10,000 will be placed into an equity fund to be distributed to bargaining unit members as base salary increments for this academic year. A committee consisting of two (2) members appointed by the President and three (3) members appointed by the AAUP-UC will decide on the method used to determine equity adjustments and the amounts of those allocations

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

2002 – 2003 ACADEMIC YEAR

1. Effective with the starting date of their 2002 – 2003 contract, members of the bargaining unit employed prior to March 1, 2002, shall have their annual base salary increased by a three percent (3%) standard increase, across the board, plus a one percent (1%) competitive compensation adjustment, across the board, for the 2002 - 2003 academic year.

2. An additional amount of \$10,000 will be placed into an equity fund to be distributed to bargaining unit members as base salary increments for this academic year. A committee consisting of two (2) members appointed by the President and three (3) members appointed by the AAUP-UC will decide on the method used to determine equity adjustments and the amounts of those allocations

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

B. PROMOTIONS

1. Effective with the starting date of their 2000 – 2001 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 \$3,287
- A faculty member promoted to the rank of Associate Professor by 4% to ~~\$2,824~~
- A faculty member promoted to the rank of Assistant Professor by 4% to \$2,491
- A Librarian promoted to the rank of Librarian III by 7% to \$2,978
- A Librarian promoted to the rank of Librarian II by 4% to \$2,328

2. Effective with the starting date of their 2001 – 2002 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 \$3,517
- A faculty member promoted to the rank of Associate Professor by 4% to \$2,937
- A faculty member promoted to the rank of Assistant Professor by 4% to \$2,590
- A Librarian promoted to the rank of Librarian III by 7% to \$3,186
- A Librarian promoted to the rank of Librarian II by 4% to \$2,422

3. Effective with the starting date of their 2002 - 2003 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 \$3,763
- A faculty member promoted to the rank of Associate Professor by 4% to \$3,054
- A faculty member promoted to the rank of Assistant Professor by 4% to \$2,694
- A Librarian promoted to the rank of Librarian III by 7% to \$3,409
- A Librarian promoted to the rank of Librarian II by 4% to \$2,518

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:

Faculty Rank:	8/15/00 Dollar per Credit Hour	8/15/01 Dollar per Credit Hour	8/15/02 Dollar per Credit Hour
Professor	946	974	1003
Associate Professor	863	889	916
Assistant Professor	787	811	832
Instructor	727	749	771
Librarian	727	749	771

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.

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. 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:

6/1/2000-5/31/2003

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

The employee's contribution for all other health care plans offered by the employer will be the cost of the particular insurance plan chosen by the employee less the dollar value of the employer's contribution to the indemnity or point of service plan. Enrollment must occur within 31 days of the full-time employment date for immediate coverage and is canceled when employment terminates for any reason other than retirement or covered disability. The College also will make available 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, precertification review, utilization review, maintenance drug program, generic drug program, second medical opinion, claim or bill audits. Before instituting any cost containment procedures, the employer will discuss same with the AAUP-UC. The carrier remains at the discretion of the employer. Prior to any changes of the carrier, the AAUP-UC Governing Board will be consulted. The AAUP-UC will have representation at any meeting that reviews and recommends changes of the carrier.

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

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

B. GROUP LIFE INSURANCE PLAN

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

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

1
2 Enrollment must occur within 31 days of the full-time employment date for immediate
3 coverage, and is canceled when employment terminates for any reason other than retirement
4 or covered disability.
5

6 Details of the Plan are described in the "Group Life Insurance Certificate" available in the
7 Human Resources Office.
8

9 *C. EDUCATIONAL BENEFITS*

10

11 A Summary of Educational Benefits is available in the Office of Human Resources.
12 All educational benefits described below are subject to IRS regulations. Syracuse University
13 benefits are subject to the terms and conditions of agreements between Syracuse University
14 and Utica College. In addition, students are eligible for only one program at a time; if both
15 parents are employed by Utica College, students do not receive double benefits.
16

17 1. Utica College Remitted Tuition

18

19 All bargaining unit members are eligible upon employment for up to fifteen (15)
20 hours (non-cumulative) of remitted tuition each academic year beginning with the
21 Fall semester. Bargaining unit members hired after the beginning of the Fall semester
22 will be eligible for prorated remitted tuition subject to the guidelines available in the
23 Office of Human Resources.
24

25 Student activity, laboratory, technology, individual instruction, health, athletic,
26 general and other fees are not remitted and must be paid by the individual. The
27 College also reserves the right to restrict the use of remitted tuition for certain
28 workshop courses, non-credit courses, and special programs.
29

30 Bargaining unit employees may transfer the total number of their remitted tuition
31 credits to IRS dependents and spouses/declared domestic partners, provided the
32 spouse/domestic partner is not also eligible for remitted tuition as an employee or
33 graduate assistant. Transfer of remitted tuition credits is limited, however, to a
34 maximum of 7.5 per semester or summer session.
35

36 All remitted tuition benefits cease with termination of employment for any reason
37 other than retirement. Course enrollments of either the bargaining unit member, IRS
38 dependent, or spouse/domestic partner, that are continued after a termination that
39 occurs during a semester will require payment of prorated tuition balance.
40

41 Exceptions to these above limits and conditions are the sole prerogative of the
42 President of the College.
43

44 Retirees are eligible for the same remitted tuition benefits.

2. Syracuse University Remitted Tuition

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

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

Retirees are eligible for these same remitted tuition benefits.

3. Graduate Remitted Tuition

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

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

4. Child Dependent Scholarships

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

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

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

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

5
6 If a bargaining unit member who has completed seven years consecutive service dies,
7 dependent tuition scholarship benefits will be made available to surviving dependent
8 children of the deceased member who are participating at the time of death or when such
9 surviving dependent children become eligible for matriculation in an academic program
10 at Syracuse University or Utica College.

11
12 This same benefit coverage will be extended to the dependent children of full-time
13 bargaining unit members who officially/formally retire from Utica College.

14
15 Student Activity, laboratory, individual instruction, health, athletic, general and other fees
16 are not covered by dependent tuition scholarship benefits and must be paid by the
17 individual.

18 19 5. Spouse/Domestic Partner Dependent Scholarship

20
21 In addition to benefits for their dependent children, bargaining unit members are eligible,
22 upon completion of 3 years continuous service, for tuition benefits for their
23 spouse/domestic partners as described below.

24
25 Spouse/domestic partners of full-time bargaining unit members may receive tuition
26 scholarship awards for either full-time or part-time work in a matriculated status or
27 studies leading to the first or second baccalaureate degree. This scholarship benefit is
28 equal to the minimum number of credit hours needed for the completion of either but not
29 both first or second baccalaureate degree.

30
31 Spouse/domestic partners receiving dependent scholarship tuition benefits may not
32 receive simultaneously unused credits transferable from the bargaining unit member as
33 described in "1. & 2." above. Termination of full-time employment terminates dependent
34 scholarship benefits for the spouse/domestic partner. However, if the bargaining unit
35 member retires or dies, a spouse/domestic partner matriculating in an academic program
36 at Syracuse University or Utica College and receiving a dependent scholarship aid at the
37 time will continue to receive these benefits under the original terms of the
38 spouse/domestic partner's program.

39 40 6. Tuition Exchange Programs

41
42 Utica College's current membership in Tuition Exchange, Inc. and CIC Tuition Exchange
43 enables bargaining unit members at Utica College to apply for tuition exchange benefits
44 for their dependent children at other institutions participating in Tuition Exchange after
45 three (3) years of consecutive full-time employment.

46
47 These awards are subject to certain restrictions and are based on availability of places for
48 Utica College dependents. Bargaining unit members should check with the Office of
49 Human Resources for details.

1
2 7. Cash Grant Program
3

4 Dependent children of members of the bargaining unit who have completed seven (7)
5 years of consecutive full-time service are eligible to apply for a cash grant benefit. This
6 program provides for payment of a cash grant, applicable to tuition only, when the
7 dependent child attends another accredited college or university. The maximum cash
8 grant is \$800 per semester for eight (8) semesters. This benefit continues if the employee
9 retires or dies.
10

11 *D. LONG TERM DISABILITY PLAN*
12

13 The College agrees to provide a Long Term Disability Plan for bargaining unit members
14 covered by this Agreement in the event of absence from work due to occupational or non-
15 occupational injury or sickness which prevents the bargaining unit member from performing
16 each and every duty of his/her occupation.
17

18 The Plan for bargaining unit members with one or more years of continuous service provides
19 the following benefits. For bargaining unit members with less than one year of continuous
20 service, the benefits will continue for 12 months only.
21

- 22 1. For the first sixteen (16) weeks of disability the eligible person will receive full pay.
23
24 2. For the seventeenth (17th) week of disability to the end of disability, age 65 or death,
25 whichever comes first, the employee will be paid at 60% of base salary less any benefit
26 reduction, such as disability benefits under Social Security or Worker's Compensation. In
27 such cases, the College will waive Group Life and Health Insurance premiums.
28

29 For more details, see Utica College's Salary Continuation Plan. The Master Plan is on file in
30 the President's office. The entire cost of this non-contributory plan is paid by the College.
31

32 *E. TIAA/CREF RETIREMENT PLAN*
33

34 Utica College provides the TIAA/CREF Retirement Plan for bargaining unit members. The
35 Employer will contribute an amount equal to 11% of the employee's eligible (base salary)
36 earnings to TIAA/CREF.
37

38 Complete details about eligibility requirements of the plan can be found in the TIAA-CREF
39 Plan Document kept in the Office of Human Resources.
40

41 *F. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE*
42

43 Bargaining unit members are eligible upon employment for enrollment in a separate
44 contributory plan for a more comprehensive Accidental Death and Dismemberment Program
45 of Coverage. Details of the plan can be secured in the Human Resources office.
46

47 *G. HEALTH INSURANCE WAIVER BUYOUT PLAN*
48

49 The "Health Insurance Waiver Buyout Plan" is available to all bargaining unit members who
50 have alternative hospitalization and major medical insurance and have opted to waive
51 insurance coverage available through the College. This benefit is extended to bargaining unit

members whose spouse/domestic partner currently works at Utica College; the benefit in this instance is limited to the Individual Plan rate. (See payment schedule below.)

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

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

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

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

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

Bargaining Unit Member Eligibility	Annual Payment
Individual Plan	\$350.00
Subscriber & One	\$700.00
Family Plan	\$850.00

1
2 Contact the Office of Human Resources if you have questions or if you would like more
3 information about this benefit.

4
5 ARTICLE XXI
6 UNION SECURITY
7

8 It is agreed that current members of AAUP-UC will, as a condition of employment, continue
9 their membership for the life of this Agreement. Members of this unit who are not members
10 of AAUP-UC can, on date of contract signing, elect to join or not to join. If they do join they
11 will be required as a condition of employment to remain members for the life of the contract.
12

13 All new members of this unit will have the opportunity to join or not to join as they see fit.
14

15 A membership shall be deemed maintained as long as the employee tenders the uniformly
16 required monthly dues.
17
18

ARTICLE XXII
CHECK-OFF

A.

To: Utica College

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

Date:

Name - Print

Name - Signature

Social Security Number

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

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

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

ARTICLE XXIII
UNIT AND ADMINISTRATION MEETINGS

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

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

ARTICLE XXIV
DURATION

This Agreement shall become effective on June 1, 2000, and shall continue in effect until May 31, 2003, at midnight, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXV
SUCCESSOR CLAUSE

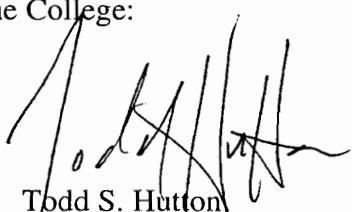
All successors of Utica College shall be bound to the terms and conditions as stated in this contract. It is understood that any such successor shall recognize the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining with respect to all terms and conditions of employment as set forth in this current agreement. This successor clause and the requirements herein shall expire on May 31, 2003.


ARTICLE XXVI


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


For the College:

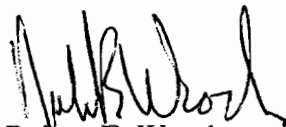
For AAUP-UC:

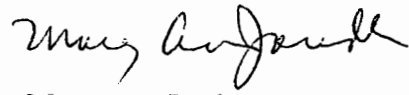
by: 
Todd S. Hutton
President, Utica College


by: 
William H. Gotwald, Jr.
President, AAUP-UC

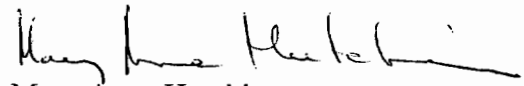
by: 
Jerome D. Cartwright
Chief Negotiator

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

Date: 1 MARCH '01

