

***AGREEMENT***  
***BETWEEN THE***  
***BOARD OF TRUSTEES OF DUTCHESS COMMUNITY***  
***COLLEGE***  
***AND THE COUNTY OF***  
***DUTCHESS***  
***AND THE DUTCHESS UNITED EDUCATORS***

***2015 - 2016***

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# AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

## Article I: RECOGNITION

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators), and all full-time administrators serving in the following positions (and hereinafter referred to as non-teaching educators):

### GROUP I

Admission Coordinator of Housing  
Admissions Counselor  
Admissions / Minority Counselor  
Assistant Director of Academic Services  
Assistant Director of Academic Services and Testing  
Assistant Director of Advising Services  
Assistant Director of DCC Foundation  
Assistant Director of Financial Aid  
Assistant Director of Student Activities  
Assistant Librarian  
Assistant Registrar  
Associate Director of Mary Louis Van Winkle Teaching Learning Center (TLC)  
Community Based Learning Coordinator  
Coordinator of Advising Services  
Coordinator of Disability Services  
Coordinator of Emergency Services Program  
Coordinator of Student Judicial Processes  
Coordinator - Starfish  
Coordinator of Transfer Services  
Counselor  
Registrar Counselor

### GROUP II

Assistant Dean of Administration for Facilities Planning and Safety  
Assistant Dean of Administration for Financial Services  
Assistant Dean of Community Services  
Assistant Dean of Student Services



Assistant Director of Campus Security and Safety  
Assistant Director of Counseling and Career Services  
Assistant Director of Institutional Research  
Associate Librarian  
Associate Registrar  
Coordinator of EOP  
Director of Academic Services and Testing  
Director of Counseling and Career Services  
Director of Grants  
Director of Programs and Activities, DCC South  
Director of Student Activities  
Director of Student Conduct and Community Standards

### GROUP III

Associate Dean of Community Services and Special Programs  
Associate Dean of Student Services  
Director of Admissions  
Director of Campus Security and Safety  
Director of Financial Aid  
Director of Library  
Director of Telecommunications and Instructional Media  
Registrar

### GROUP A

Assistant Conduct Coordinator  
College Affairs Writer  
Coordinator of CSTEP  
Development Coordinator of the DCC Foundation  
Director of Campus Safety  
Director of Payroll  
Director of Scheduling  
Print and Multimedia Designer

### GROUP B

CIS Lab Assistant  
Clinical Lab Coordinator - Nursing  
Field Lab Supervisor  
Lab Assistant  
Nursery School Educator  
Nursing Lab Assistant  
Technical Specialist

OTHER

Full-time NTEs on Grant-Funded Appointment  
Assistant Director of Systems Architecture and Information Security

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

**Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES**

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

**Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS**

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him/her by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in DUE or his/her participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his/her institution of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

**Article IV: DUE BENEFITS**

4.01 Use of College Facilities

DUE may use College facilities at all reasonable times, when appropriate space is available, for

the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

#### 4.02 Release Time for DUE Leaders

##### (a) DUE President

A teaching educator serving as President of DUE will be released from six contact hours per academic year, and from registration duties and committee assignments.

##### (b) DUE Leaders

DUE may reimburse the College for release time taken by the DUE executive council members and/or DUE negotiating team committee members at the top part-time teaching rate. DUE may reimburse the College for up to four contact hours per semester for fall and spring. Notification to the Office of Academic Affairs regarding release time shall normally be given by 30 days prior to the start of the semester. Payment shall be normally be tendered by the first day of classes of the semester. Under this provision, no leader may be released from more than one class in a given semester.

#### 4.03 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and 400 copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

#### 4.04 Academic Calendar

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

### **Article V: BENEFITS FOR EDUCATORS**

#### 5.01 Annual Load Redistribution for Graduate Work, etc.

In order to accommodate teaching educators who wish to take graduate courses, or perform other professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may elect to teach a maximum of three extra- service contact hours, in the fall semester, without compensation, in order to reduce their required teaching load in the spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without extra-service compensation, in order to achieve a full teaching load for that academic year. It is further understood that if a teaching educator is unable to teach the number of contact hours, in the fall or summer, which are necessary to achieve a full teaching load, as required in their discipline, they will have their annual contract salary adjusted accordingly for that year.

## 5.02 Book Allowance, Travel Funds, Computer Hardware / Computer Software

Effective 9/1/2015 the annual \$350 Book Allowance Benefit has been eliminated and in its place \$450 has been added to each member's base salary for the 2015-2016 contract year as specified in Article 8.01(a) of this agreement.

## 5.03 Tuition Reimbursement

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Dean of Academic Affairs for teaching educators and by the President for non-teaching educators.

For each year of this Agreement, the sum shall be \$35,000. Limitations shall be \$1,400.00 per year to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for this policy will be promulgated by the Board of Trustees.

## 5.04 Tuition Waiver

The College shall provide a tuition waiver program for full-time educators, their spouses, dependent children, and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of \$150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit.

## 5.05 DCC Course Enrollment

All members of the bargaining unit will be able to attend any credit class and any job-related credit-free class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The Professional Development allowance may be used to purchase texts and/or materials necessary for the class. (4) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in his/her personnel folder verifying this professional development activity. (5) Credit-free courses shall be deemed to be job-related when approved by the staff member's Department Head and the appropriate supervising Dean.

## 5.06 Vacations, Holidays, Personal Leave, and Compensatory Time for Non-Teaching Educators

### (a) Vacations

Non-teaching educators, other than temporary appointments shall be granted 21 working days vacation per year. After five full years of service at Dutchess Community College, non-teaching

educators shall be granted one additional vacation day. Non-teaching educators may receive payment for up to five unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five unused vacation days which shall be used by May 31 of the following year.

(b) Holidays

There shall be 12 holidays a year.

(c) Personal Leave

The Board of Trustees shall grant non-teaching educators four days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job related work required to be performed outside of the NTE's regular work schedule.

Such additional required work will be approved in advance using the College's provided form by the NTE's supervisor and the division VP or designee whenever such preapproval is feasible.

Compensatory time is cumulative up to a maximum of 5 days per fiscal year. The College's unit for computation of accrual shall not be less than one half hour. Required attendance on a non-work day will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 45 days of the new fiscal year and shall not be liquidated in cash at any time.

(e) Increments for Time Usage

Vacation, compensatory, and personal leave time may be taken in 15 minute increments.

5.07 Bereavement Leave

Bereavement leave is the absence due to the death of an educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner (as defined by New York State insurance law), siblings, children, grandparent, grandchild, or other dependents or household members. Educators may use up to four (4) paid bereavement days for each loss.

## 5.08 Sick Leave for Teaching Educators

### (a) Sick Days

The Board of Trustees agrees that educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall not be less than one-half day. Temporary full-time faculty who are appointed to a full-time tenure track position without any break of service shall be credited with unused sick leave which was accrued and unused during the temporary full-time employment. This provision shall be applied prospectively only to current and future eligible temporary full-time faculty.

### (b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

### (c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

### (d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

### (e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

### (f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, child or step-child.

## 5.09 Sick Leave for Non-Teaching Educators

### (a) Sick Days

The Board of Trustees agrees that educators with 12 month responsibilities shall be granted twelve working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall be in 15 minute increments.

### (b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

### (c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

### (d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

### (e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to non-teaching educators shall be 1/210 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

### (f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, child or step-child.

## 5.10 Sabbatical Leave

### (a) Eligibility

The Board of Trustees agrees that every tenured teaching educator having six years of consecutive service shall be eligible for sabbatical leave. Consecutive service shall be defined as years of full-time service in tenure track or continuing appointments. Further, full-time non-teaching educators, on other than temporary contracts or grant-funded appointments, having six years of

consecutive service shall be eligible for sabbatical leave.

(b) Maximum Number of Sabbatical Leaves, Duration, and Salary

The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five percent of the teaching educators each academic year consistent with the requirements of the College. Those teaching educators granted full-year sabbaticals shall receive 50 percent of their base salary for that period. Those teaching educators granted half-year sabbaticals shall receive 100 percent of their base salary for that period.

Non-teaching educators may be granted sabbatical leaves ranging from one month to 12 months in duration. Those granted sabbaticals of up to six months will receive 100 percent of their base salary. Salary will be prorated for those granted sabbaticals of longer than six months, with half pay for 12 months.

(c) Half-Year Sabbaticals

Those taking half-year sabbaticals during the spring semester shall not be required to return to work following the Christmas break if the Dean of Academic Affairs approves.

(d) Full-Year Sabbaticals

The Board of Trustees encourages full-year sabbatical proposals from teaching educators.

(e) Sabbatical Leave to Provide Additional Qualifications

Up to two additional sabbaticals beyond the five percent may be available each year designed to provide additional qualifications to teach in a different discipline: for full-time tenured teaching educators with at least 10 years of continuing full-time teaching experience at Dutchess or permission of the Dean of Academic Affairs, not eligible for sabbaticals under the regular process, unable to be assigned a full teaching load, and facing the prospect of termination. Application for such a sabbatical must be with permission of the President and must be in a field in which there is an institutional teaching need.

(f) Severance in Lieu of Sabbatical Leave

In lieu of applying for such a sabbatical, the individual in question may choose, with the approval of the President, to receive 50 percent of his/her last year's base salary as severance at the conclusion of his/her 12 month notification year (last year). Such payments shall be subject to all applicable federal, state, and local taxes and other payroll deductions.

Individuals who are approved to receive severance will be continued in the College's Health Insurance Program pursuant to COBRA legislation. The College will pay for the first six months of continued coverage.

5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators three days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious



requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

#### 5.12 Maternity and Paternity Leave

##### (a) Granting Leave Upon Birth or Adoption of a Child

The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable. Leaves under this provision shall not exceed one year.

##### (b) Extension of Maternity or Paternity Leave

Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

##### (c) Use of Accumulated Vacation Leave Credits

Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

##### (d) Use of Accumulated Sick Leave Credits

Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

##### (e) Leave Granted to Temporary Full-Time Educators

Maternity and paternity leave granted to temporary full-time educators shall be considered as employment for the purposes of calculating maximum years of temporary full-time employment.

#### 5.13 Jury/Court Appearances/Military Duty

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

#### 5.14 Leave Without Pay

##### (a) Grant of Leave of Absence Without Pay

The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to 30 calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, fringe benefits will be continued. Health insurance will be continued for a

maximum of six months. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

(b) Return from Leave

In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary schedule that he/she would have been on had he/she worked in the College during such period exclusive of rank promotion.

(c) Temporary Full-Time Educators

The provisions of this section shall not apply to temporary full-time Educators.

5.15 Health Insurance

(a) Available Health Plans

Effective September 1, 2015 through August 31, 2016, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- MVP Co-Plan 25/40
- CDPHP Co-Plan 20 (only for those enrolled prior to September 1, 2011).

Effective January 1, 2016, the following additional health plan will be available to educators:

- Blue Cross/Blue Shield EPO20

(b) Employee Contribution

Educators enrolled in Two-person Coverage will pay 12½% of the monthly premium. The employee contribution rate of 12½% for Family Coverage (more than two) will be computed on the family rate for the two-tier system. The employee contribution will not be computed on the family rate for the three-tier system. Nothing in this agreement precludes the College from returning to a two-tier rate structure for CDPHP or MVP in the future. DUE will be notified a minimum of 60 days before such a change. The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement. Employee contributions will be made on a pre-tax basis.

(c) College Option to Change Health Insurance Carriers

During the life of this Agreement, the College will have the option of changing health insurance carriers, provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers.

(d) Opt Out

Educators who are otherwise insured may voluntarily opt out of the health insurance plan. Those who opt out will receive an annual payment for each year opted out in accordance with the following schedule:

## Family Coverage - \$1,500

Individuals who opt out must provide written proof of alternative health insurance. Specific application procedures and payment dates will be determined by the College. Re-entry into the health insurance program will be permitted (with proof of loss of insurance) subject to a waiting period of 90 days. Additional procedures for the administration of the buyout will be determined by the College.

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

### (e) Health Insurance Upon Death of an Educator

Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse and dependent children, for three full calendar months. At the end of the three months, the surviving spouse and dependent children will have the option of continuing in the College health plan.

Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

## 5.16 Dental Insurance

Dental insurance benefits will be provided through the CSEA Benefit Fund or comparable plan. The College will pay 100 percent of the premium costs.

During the life of this Agreement, the College will have the option of changing dental insurance carriers provided that benefits similar to those provided by the scheduled benefit plan are provided and that DUE is given 60 days notice of the College's intention to change carriers. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

## 5.17 Early Retirement

### (a) Health Insurance

Educators who early retire may continue in the health insurance program. For educators hired before August 31, 1997, the College will pay the full premium cost until age 65, or until the educator accepts other employment with an employer who provides health insurance benefits. For educators hired on or after September 1, 1997, the College and educators will pay for health insurance coverage as described in section 5.13. Educators who retire under this provision on or after September 1, 2014 shall be required to pay 15% of the individual coverage and 22.5% of the two-person or family coverage. At age 65, educators who elect to continue in the health insurance program will share the premium costs. The College will pay 70% of the cost of individual coverage or 55% of family coverage. Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse for three full calendar months.

### (b) Incentives

Educators hired before 9/1/97, upon reaching the age of 55 with at least 15 years of credited service at Dutchess Community College or after 20 years of full-time credited service at Dutchess Community College, shall be entitled to the following retirement incentives. Educators hired on or after

9/1/97, will be eligible for the following incentives upon reaching the age of 55 with at least 15 years of credited service.

| <b>Age of Retirement</b>   | <b>Incentive<br/>% of Final Academic Year Salary</b> |
|--|--|
| 55 or less after 20 years of full-time credited service at DCC (hired before 9/1/97) | 95%  |
| 55 with 15 years of full-time credited service at DCC                                | 95%  |
| 56   | 90%  |
| 57   | 80%  |
| 58   | 70%  |
| 59   | 60%  |
| 60   | 50%  |
| 61   | 40%  |
| 62   | 30%  |
| 63   | 20%  |
| 64   | 10%  |
| 65   | 0%   |

(c) Change to Eligibility

Effective September 1, 2014, the early retirement shall be eliminated for ages 55 to 59. Eligible educators must be age 60 with fifteen years of full-time credited service at DCC. Employees that retiree effective on or after September 1, 2014 that are between 55 to 59 that are otherwise eligible for retirement will not be eligible for early retirement incentives described in 5.15(b) but will be eligible to receive retiree health insurance with the same contribution rates as a regular retiree pursuant to 5.16 (College pays 70% for individual coverage or 55% of family coverage). This benefit will cease if the educator accepts other employment with an employer who provides health insurance benefits

(d) Maximum Payment

The maximum payment for unused sick leave and early retirement incentive made to educators will be 100 percent of final academic year salary. This limit does not apply to educators hired prior to 9/1/97 who are Tier 1 members of TRS or ERS.

(e) Notice of Early Retirement

Teaching educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President at least nine months prior to their retirement date. NTEs expecting to receive Early Retirement incentives must give notice of Early Retirement to the President at least five months prior. Educators shall receive such incentive in one, two or three payments. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

(f) Payment Subject to Tax

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(g) Extended Early Retirement

Teaching educators who choose early retirement may, at the time of application, also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

Teaching educators granted Extended Early Retirement will be responsible to maintain and post office hours, in a distribution approved by the department head, not to exceed one-half the amount normally expected of a full-time faculty member. Educators will also be responsible for student advisees, in a distribution approved by the department head, not to exceed one-half those normally assigned to a full-time faculty member. Educators may serve on College committees if appropriate and agreed to by the educator and the department head.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (a).

(h) Sick Leave for Half-Time Lecturers

Half-time lecturers shall be granted sick leave of one class hour per semester for each class hour taught per week.

(i) Credited Service Definition

Credited service shall be defined as full-time continuing service to the College in a DUE bargaining unit position.

5.18 Regular Retirement

Educators who choose regular retirement at age 65 or older with 10 or more years of DCC service may elect to continue in the College's Health Insurance program. Those who elect to continue will share the costs of the insurance. The College will pay 70 percent of individual coverage or 55 percent of family coverage.

Upon the death of an educator who has retired, health insurance will continue to be fully paid for the surviving spouse for three full calendar months.

Educators who choose regular retirement are encouraged to give one semester notice to the College.

Retirees shall be entitled to participate in the same health insurance plan(s) offered to active employees.

The College agrees to reimburse Medicare eligible employees and their spouses for Medicare

Part B. This benefit shall be based upon the retiree reaching Medicare eligibility.

5.19 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to educators, in accordance with protocol required for convocations or commencement exercises.

5.20 Life Insurance:

Term life insurance will be provided for each educator during the life of this Agreement. Such insurance will be provided in an amount equal to one times the educator's base salary rounded to the nearest thousand dollars.

5.21 Flexible Benefits:

Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.

Monies designated to these accounts, but not used during the year, cannot be returned to the individual.

## **Article VI: RESPONSIBILITIES AND PRACTICES OF EDUCATORS**

6.01 Outside Compensated Activities

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his/her specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Educators engaging in outside compensated activities shall notify the President prior to the acceptance of such commitments and shall specify in writing their exact nature and duration. After stating the reasons, the President may withhold approval of such activities or request their discontinuance.

6.02 Professional Obligations

The professional obligations of teaching educators shall include no more than five working days beyond the time between the first day of classes in the fall and graduation in the spring. The specific dates of obligation will be stated in the academic calendar.

The professional obligations of non-teaching educators shall be from September 1 until the following August 31.

### 6.03 Annual Federal and/or State Mandated Training

All full-time educators will complete two hours of mandated federal/state training as part of their professional responsibilities. If additional training is required, the College will pay at the individual's prevailing non-teaching assignment rate. With the approval of their supervisor, non-teaching educators who start and complete the additional training outside of their regularly scheduled hours will receive compensation at the individual's prevailing non-job related assignment rate.

### 6.04 Annual Teaching Load

Teaching educators shall teach in each academic year a maximum of 30 contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Criminal Justice, Computer Information Systems, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Hospitality and Tourism, Italian, Mathematics, Office Technologies, Paralegal, Philosophy, Psychology, Reading, Spanish, and Speech, Career and Life Planning, Humanities, Liberal Arts/Humanities, Liberal Studies, and Retail Business Management. Those educators teaching English shall teach in each academic year a maximum of 27 contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of 33 contact hours without additional pay in the following disciplines: Architectural Technology, Art, Astronomy, Biology, Child Care, Chemistry, College Study Skills, Communications & Media Arts, Construction Technology, Computer Assisted Drafting, Computer Integrated Manufacturing, Dance, Dietetic Technology, Early Childhood, Electrical Technology, Electromechanical Technology, Engineering, Environmental Science & Conservation, Geology, Medical Laboratory Technology, Mental Health Assistant, Music, Nursing, Physical Education, Physical Sciences, Physics, Recreational Leadership, Theatre, and, Allied Health, Chemical Dependency Counseling, Engineering Technology, Paramedic, Performing Arts, Phlebotomy, Science, Telecommunications, Wellness and Fitness Education.

Those educators teaching Air Conditioning and Refrigeration shall teach in each academic year a maximum of 36 contact hours.

If 30 lecture hours are taught in any discipline in a year, it shall be considered a full load. In those disciplines where the annual load is 33, if the amount of laboratory hours taught in a year is three or less, then 30 contact hours shall be considered a full load.

### 6.05 Contact Hour Adjustment

#### (a) Intention

The intention of this contact hour adjustment formula is to provide, where possible, an alternative to retrenchment, program or course cancellation, or other special cases.

#### (b) Option of Teaching Other Courses

The faculty member shall be given the option of teaching other courses where feasible and appropriate.

(c) Problem Resolution

Problems that may arise concerning the implementation of this formula shall be resolved by mutual agreement between DUE and the College.

(d) Formula Guideline

The following formula shall serve as a guideline:

(1) For a typical three lecture hour/three credit course, a faculty member would receive:

- a) one contact hour of credit or salary for two to four students,
- b) two contact hours of credit or salary for five to eight students,
- c) and the full three contact hours if nine or more students were enrolled in the class.

(2) Credit for laboratory contact hours shall follow the same formula as described in part 1 above.

6.06 Evening Assignments to Make Full Load

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Dean of Academic Affairs and support of the appropriate department head. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Dean of Academic Affairs.

6.07 Office Hours

Normally, teaching educators shall maintain and post four office hours per week on four different days for the purpose of advising and assisting students with their course work. Office hours should not be scheduled during the times reserved for College Activities, All-College Programs, or Student Activities. Office hours should be chosen with the schedules of students in mind. During a one-week period each fall and spring semester designated as "Advisement Weeks," teaching educators will maintain and post two additional hours during the times reserved for College Activities, All-College Programs, or Student Activities, to accommodate advisees' schedules. Exceptions may be made with the approval of the Dean of Academic Affairs.

6.08 Advisees

Teaching and non-teaching educators will be responsible for the academic advisement of full-time students. Normally, educators shall be assigned no more than 25 students as advisees per semester as of the end of the third week of classes. Exceptions may be made upon request of the educator to the Dean of Academic Affairs. Educators will be expected to devote an appropriate period of time as outlined in the Professional Staff Handbook advising their assigned advisees; such time not to include that spent in student conferences related to instructional and course work. Educators will assume responsibility for contacting their assigned advisees and taking any required initiative to assure that



effective advisor-advisee relationships and records are developed and maintained as outlined in the Professional Staff Handbook. An educator's area of expertise and his/her area of interest will be considered, whenever possible, in the assignment of advisees.

#### 6.09 Master Schedule Guidelines

##### (a) Room Assignments

Classes should be assigned to rooms and laboratories which can properly accommodate them.

##### (b) Same Room for Lecture Sessions

To the extent possible, a class should be assigned to meet in the same room for all its lecture sessions.

##### (c) Regular Teaching Day

The regular College teaching day shall begin at 8:00 a.m. and terminate at 5:00 p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Dean of Academic Affairs and the appropriate department head.

##### (d) Splitting Courses between Day and Evening

The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Dean of Academic Affairs is permissible in order for the teaching educators to make full load.

##### (e) Special Scheduling Requirements

Department heads, after consulting with program chairpersons and other teaching educators, shall inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

##### (f) Teaching Assignments

Specific assignments for teaching educators will be determined within each department and approved by the Dean of Academic Affairs.

#### 6.10 Online Teaching

##### (a) Approval and Requirements

Full-Time Educators (Faculty and Non-Teaching Educators (NTE's)) wishing to teach an online

learning course must receive the prior written approval of the academic department head and the Vice President / Dean of Academic Affairs. Additionally, they must currently be teaching or in the past have taught at least one lecture based credit course at Dutchess Community College before developing an online learning course(s). No Educator will be assigned an online learning course without prior training in an appropriate Course Management System (CMS) and without his/her consent.

A Full-Time Educator must successfully teach an online course at least one semester before seeking permission to teach an additional online course. The preparation to teach an approved additional online course can only take place during or after the second semester of teaching the current online course.

(b) NTEs

Online teaching assignments may not interfere with or be fulfilled during an NTE's regular work schedule without a schedule adjustment and written permission of the NTE's Supervising Dean.

(c) Training

- i. Full-Time Educators approved to teach an online learning course will receive documented training in the appropriate CMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Associate Dean of Academic Affairs or his/her designee will mentor the Educator when needed.
- ii. During the one semester of training/preparation to offer his/her first online learning course, the Full-Time Educator will be paid for three (3) lecture hours at the appropriate extra-service teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the CMS and relevant pedagogy to teach an online course.
- iii. For any subsequent online learning course(s) taught by a Full-Time Educator, or for course development by a Full-Time Educator with documented prior training in an appropriate CMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate CMS and relevant pedagogy to the development of each additional online learning course.
- iv. The Full-Time Educator teaching an online course must have specific course information including a syllabus, schedule, and introductory announcement placed in the CMS at least one week before the commencement of the semester in which the course is to be taught.

(d) Online Course Offerings

Approved Full-Time Educators agree to offer any online learning course for three (3) semesters if they received payment for training / preparation. If a Full-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only.

(e) Formal Observation

Those Educators teaching both onsite and online courses shall have an online course be used at least once every three years for their formal class observation.

(f) Teaching and Student Load Limitations

- i. Online learning courses being taught during the Spring and Fall semesters can be considered part of the Full-Time faculty member’s regular load. They may also be taught as extra-service for Full-Time Educators. Limitations for teaching online learning courses throughout the year are defined in the following table:

|                               | <b>Fall Semester</b>                      | <b>Spring Semester</b>                    | <b>Winter Term</b>          | <b>Summer Sessions</b>   |
|-------------------------------|---|---|-----------------------------|--|
| <b>Faculty</b>                | 2 sections on load and 2 as extra-service | 2 sections on load and 2 as extra-service | 1 section as extra-service  | 2 sections per session as extra-service, not to exceed the cost of 12 lecture hours for entire Summer  |
| <b>Non-teaching Educators</b> | 2 sections as extra-service*              | 2 sections as extra-service*              | 1 section as extra-service* | 2 sections per session as extra-service, not to exceed the cost of 12 lecture hours for entire Summer* |

\* = With the approval of the Department Head, OAA, and their direct Supervisor.

- ii. The first semester that the initial distance learning course is taught, the class enrollment shall be at a maximum of sixteen (16) students, with a supermax of an additional two (2). Thereafter, the maximum enrollment for internet-based distance learning courses shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and 80% of the maximum for the regular course if the maximum is 21 students or more. The supermax for all distance learning courses shall be an additional one (1).

(g) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Full-Time Educator.

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 6.10(a), 6.10(c).i., and 6.10(f).i. with the approval of DUE and the Full-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement’s approval.

6.11 Work Week for NTEs:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student

need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

Initiating with the first full work week in June and ending with the last full work week in August, NTEs may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

In the event that the College is closed on Fridays during the summer, NTEs will have the option of working an extended four-day work week, using approved leave time or taking Friday as an unpaid day. Sick days, personal days, and vacation days taken during a four-day work week will be adjusted accordingly.

## **Article VII: GENERAL PROFESSIONAL PRACTICES**

### **7.01 Personnel Files**

#### **(a) Maintaining Two Files (Open and Closed)**

The Board of Trustees shall maintain two files, an open file and a closed file, for each educator.

#### **(b) Open File**

The open file shall contain all materials accumulated following his/her initial appointment to the College.

(1) The open file, kept in the office of the Dean of Academic Affairs, shall be available for review by the educator and his/her representative pursuant to the procedures promulgated by the Board of Trustees in the appropriate section of the Professional Staff Handbook.

(2) The educator shall have the right to read the contents of the file and attach any comments which he/she may deem relevant to any of the materials contained therein.

#### **(c) Closed File**

The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

#### **(d) Depositing in Open File**

At the end of each academic year, department heads shall deposit in the open file any memoranda or communication bearing upon the professional performance of an educator including merit evaluations. Any of this information not placed in an open file should be destroyed.

### **7.02 Promotion of Teaching Educators**

#### **(a) Commitment to Sound Policy of Appointment and Promotion**

The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this

end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

(b) Committee on Promotion and Tenure

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of 10 tenured faculty members--one from each department --with one-half elected annually by the teaching educators. Each department will elect its representative through a process conducted by the office of the Dean of Academic Affairs. Department heads will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

(c) Departmental Consideration for Promotion and Tenure

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the department head and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) Departmental Recommendations

All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department heads who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along with the candidate, to appear before the Committee to support their recommendations. A department head may be accompanied by an additional staff member of his/her choice. Department heads may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) Recommendations from Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Public Notice of Promotion and Tenure

Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

(g) Eligibility for Tenured Appointments

Eligibility for tenured appointments is set at no more than six years of full-time teaching at the College.

### 7.03 Promotion of Non-Teaching Educators

#### (a) Commitment to Sound Policy of Promotion

The Board acknowledges a commitment to a professionally sound policy of promotion for NTEs based on professional progress and achievement. To this end, each year the Board will provide for the promotion of those full-time NTEs who are eligible and qualified for promotion to the extent that budgetary criteria permit.

#### (b) Committee on NTE Promotion

A committee on NTE promotion will be established to advise the President and the Board in the development of decisions on promotion of NTEs. The committee shall consist of five members of the administrative staff. Two shall be elected by the ASC and three shall be appointed by the President of the College. The President of the College shall appoint the chair. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

#### (c) Procedures

Formal procedures for committee recommendations for promotion shall be made in accordance with procedures promulgated by the Board of Trustees.

#### (d) Public Notice of Promotion

Notice of promotion shall be publicly announced within a reasonable time after the individuals concerned are notified.

#### (e) Salary Group

NTEs who are promoted to a new salary group as the result of a job audit will be moved horizontally on the salary schedule.

### 7.04 Removal of Tenure

#### (a) Tenure Hearing Committee

The Tenure Hearing Committee in the removal of tenure procedure will include 12 tenured teaching educators who receive their appointments by vote of the tenured faculty. The 12 members will include six from the general education disciplines and six from the career disciplines.

#### (b) Payment for Preparation and Reproduction of the Record

The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of \$1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

### 7.05 Non-Renewal of Appointments of Non-Tenured Teaching Educators

#### (a) Advised of Criteria and Procedures

At the time of initial appointment, teaching educators will be advised of the criteria and

procedures employed in decisions affecting renewal.

(b) Annual Conference with Department Heads

To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, department heads will be required to confer annually with teaching educators on term appointments.

(c) Advised of Time that Decisions Concerning Renewal and Non-Renewal are Made

Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) Notice of Negative Recommendation

In the event a recommendation not to renew an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) Review of Negative Decisions by Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall review negative decisions if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination, or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

## 7.06 Retrenchment

(a) Retrenchment of Teaching Educators

In instances where financial exigencies may require the reduction of faculty, seniority in time of service at the College, and rank shall be the factors in determining who shall be retained within academic disciplines. Faculty who are non-tenured shall be released first.

The College will give those educators thus affected written notice thereof, by registered mail, one year prior to the date of retrenchment. Retrenched educators shall be placed on a recall list for two years and reinstated in inverse order of retrenchment.

For a period of two years following retrenchment, full-time faculty shall not be replaced with temporary full-time faculty or with part-time faculty whose aggregate work load is equivalent to a full-time teaching load. Once there is a full-time teaching load for which the retrenched faculty member is qualified, retrenched faculty shall be recalled.

The College will support opportunities for retraining any educator facing retrenchment through the use of existing mechanisms such as sabbatical leaves, tuition reimbursement, Improvement of Instruction Grants, and other similar professional staff development programs.

(b) Retrenchment of Non-Teaching Professionals

The services of any non-teaching educators may be terminated in the event of financial or program retrenchment. If it is anticipated that such retrenchment is necessary, the President shall meet with the appropriate DUE representative prior to implementing the retrenchment policy and follow the policy for reducing NTEs.

Retrenchment will be made in inverse order by title by department. All temporary employees will be retrenched first, followed by part-time employees, followed by full-time employees in the title retrenched.

Seniority shall be defined as full-time length of service in a position that is included in the DUE bargaining unit. Service in a non-DUE bargaining unit position shall not be considered towards seniority. However, if a DUE member leaves or previously had left a DUE position for a non-DUE College position, seniority prior to leaving shall be retained, provided the member returns to a DUE bargaining unit position within one year after leaving.

Any member who is retrenched may not displace employees in a separate department, but will be given consideration for any available position at the College the member is qualified to fill. For the purposes of this article, qualifications for a position will be determined by the College. The determination of whether to fill any position shall be at the sole discretion of the College.

The College will cover health insurance costs for up to three months for NTEs on the retrenchment list.

If an individual NTE's employment is to be terminated because of financial or program retrenchment, the NTE shall be notified as far in advance as possible by certified mail, but must be given at least ninety (90) days advance notice of the date of termination.

In the event that retrenchment employees shall be paid for leave accruals pursuant to and/or as limited by the Collective Bargaining Agreement.

If within two (2) years of the date of termination the position of the retrenched NTE is reinstated, the individual who has had employment terminated for this position shall be offered reinstatement in inverse order of retrenchment. Refusal of such offered position shall terminate the retrenched member's recall entitlement hereunder.

For the purposes of this article, the following departments are recognized:

- a. Academic Services and Testing
- b. Admissions
- c. C-Step
- d. Campus Planning
- e. Community Relations and Graphics
- f. Community Services and Special Programs
- g. Counseling and Career Services
- h. DCC South
- i. Financial Aid



- j. Institutional Advancement
- k. Library
- l. Payroll
- m. Registrar's
- n. Scheduling
- o. Security
- p. Student Accounts
- q. Student Activities
- r. Student Services and Enrollment Management
- s. Telecommunications and Instructional Media

7.07 Notice of Termination:

Notice of termination for reasons other than retrenchment to those educators holding term appointments shall be

- not later than April 1 for appointees in their first year of academic service to the College;
- not later than February 1 for those serving in their second year of academic service to the College;
- at least twelve months notice for all others;
- Educators hired after September 1, 2000 and who are employed through grant or externally funded programs shall receive a minimum one (1) month notice of termination.

7.08 Contract Grievance Procedure:

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his/her designee within 30 calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within 15 calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his/her designee may request DUE to meet in an effort to resolve the grievance. The President or his/her designee shall reply to DUE, in writing, within 15 calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within 15 calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees.

Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement, and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Decision of Arbitrator

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75, Section 7511 (a), (b) 1, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

7.09 Disciplinary Procedure

(a) Section 1 - Purpose

The purpose of this article is to provide a prompt, equitable and efficient procedure for the imposition of discipline, including termination of non-tenured faculty and NTE's. Where the College seeks to remove a tenured faculty, the provisions of Article 11.1 of the Professional Staff Handbook shall apply.

Prior to initiating formal disciplinary action pursuant to this provision, the College President, or designee is encouraged to resolve the matter informally; provided, however, such informal action shall not be required nor restrict the right of the College to initiate disciplinary action.

(b) Section 2 - Definitions

- i.) "Discipline" shall be defined as the imposition of a penalty pursuant to the procedures specified therein and shall include termination (where applicable), suspension, demotion.

Counseling shall be deemed corrective and not subject to the procedures herein.

- ii.) "Days" shall mean calendar days. If any of the time limits provided herein fall on a Saturday or Sunday, the time limits shall be extended to the following Monday. If any of the time limits fall on a holiday observed by the College, the time limits shall be deemed to be the day following the holiday. Periods during which classes are not scheduled shall not count as a day. Days in which the College is closed pursuant to the College Calendar shall not count as a day for the purpose of this Article.

- iii.) "Service" shall mean the act of delivering, in accordance with the provisions of this Article, a notice of discipline. In determining time limits for the service of a notice of discipline, service shall be effective on the date of personal service or mailing by certified mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified mail. For purposes of determining time limits for the filing of a disciplinary grievance, service shall be effective upon the date of personal service or, in the event of mailing, which shall be by certified mail, return receipt requested, from the date the

employee or any other person accepting delivery has signed the return receipt.

- iv.) "College President" shall mean the President of Dutchess Community College or his/her designee.
- v.) "Employee" shall mean the employee upon whom discipline is sought to be imposed.
- vi.) "Union" shall mean Dutchess United Educators. Service upon the Union President shall be deemed service upon the Union.

(c) Section 3 - Applicability

Discipline shall be imposed upon employees only pursuant to this article; and shall apply to the discipline and/or termination non-tenured faculty during the term of their appointment and the discipline and/or termination of non-teaching educators during the term of their employment. This article shall not apply to the non-renewal of term appointments of faculty or NTE's. For the purposes of this agreement Term appointments are defined in the Professional Staff Handbook.

(d) Section 4 - Disciplinary Procedure

- i.) Discipline shall be imposed only for just cause, Where the College seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by certified mail, return receipt requested to the employee's address on record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. A copy of the Notice of Discipline shall be served within three days upon the Union.
- ii.) The penalty proposed in the notice of discipline may not be implemented until the employee either a.) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline or, b.) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration or, c.) having appealed to disciplinary arbitration until and to the extent that it is upheld by the disciplinary arbitrator or, d.) the matter has settled.
- iii.) If the employee objects to the proposed discipline, the employee shall file a grievance at Step 2. Such grievance must be received within ten (10) days of service of the Notice of Discipline. The grievance must be filed in writing. Service my e-mail shall not be accepted.
- iv.) The College President may request to meet with the employee in an effort to resolve the discipline. The President shall reply to the grievance within fifteen (15) days following receipt of the grievance.
- v.) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within ten (10) days of receipt of the response of the President. Notice of appeal to disciplinary arbitration shall be filed by certified mail, return receipt requested, or by personal service upon the Office of the President.
- vi.) The College and DUE shall jointly agree, within fifteen (15) days of the execution of the

Collective Bargaining Agreement, on a four (4) member panel of disciplinary arbitrators. The arbitrator shall initially be listed alphabetically and shall be selected in rotation.

- vii.) The disciplinary arbitrator shall hold a hearing within thirty (30) days of appointment or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties. In the event that the disciplinary arbitrator is not able to hold a hearing within sixty (60) days of appointment, the parties may select the next available arbitrator on the list. The disciplinary arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing.
  - viii.) Either party wishing a transcript of the disciplinary arbitration hearing shall be responsible for the cost of same and shall provide, without charge, a copy to the arbitrator and the other party. A party requesting a transcript shall advise the arbitrator and the other party no later than seven (7) days prior to the beginning of the hearing.
  - ix.) The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of the proposed penalties. The disciplinary arbitrator shall have the authority to consider alleged violations of this article, but shall have no authority to consider other alleged violations of other provisions of this agreement.
  - x.) The disciplinary arbitrator shall not add to, subtract from nor modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or timeliness shall be deemed final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted.
  - xi.) All fees and expenses of the arbitrator shall be divided equally between the College and DUE, or the employee if not represented by DUE. Each party shall bear the cost of preparing and presenting its own case.
  - xii.) Upon request, the employee may be represented by DUE at any stage of the disciplinary procedure.
  - xiii.) The time limits specified herein may be extended by mutual agreement in writing.
- (e) Section 5 - Settlements
- i.) A disciplinary grievance may be settled at any time following the service of a notice of discipline, the terms of which shall be reduced to writing.
  - ii.) All settlements and arbitrators' awards shall be final and binding upon the College, DUE and the employee.
- (f) Section 6 - Limitation
- i.) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen (18) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

**Article VIII: SALARY**

8.01 Salary Determination

(a) Salary Schedule in Effect

For 2015-2016:

The salary schedule in effect for 2014-2015 shall be increased by 2.5% and an additional \$450 adjustment in lieu of the book allowance described in Article 5.2 of the 2011-2015 Agreement. Distribution pattern for Educators for 2015-2016 only, effective September 1, 2015, shall be composed of the wage increase specified above, and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or those having been in service less than five months or one semester in 2014-2015), resulting in receipt of a merit increase.

The highest step in each group will be increased to reflect a full increment for the corresponding group. Educators who were at the highest step in 2014-2015 will remain at the step and will also receive an additional one-time payment equal to the difference between a full increment movement and the amount required to adjust the value of the step to a full increment.

Those educators at the top step in each group in 2014-2015 and eligible for a merit increment will receive the following increase to base salary and one-time lump sum payments as listed below:

|                              | Increase to Base Salary | One-time Lump Sum Payment |
|------------------------------|-------------------------|---------------------------|
| Group B                      | \$602                   | \$595                     |
| Group A/ Instructor          | \$684                   | \$700                     |
| Group 1/ Assistant Professor | \$762                   | \$803                     |
| Group 2/ Associate Professor | \$837                   | \$910                     |
| Group 3/ Professor           | \$919                   | \$1007                    |

(b) Extra Service Teaching

Effective September 1, 2015, extra service teaching pay shall be as follows:

First or second semester teaching: \$1012.00 lecture  
\$759.00 lab

Third or more semester teaching: \$1,114.00 lecture  
\$836 lab

(c) Extra Service and Overload Teaching

Modified to provide same rates as above. Payment for extra service and overload teaching will be made in the semester in which the courses are taught. If a teaching educator does not have an annual teaching load as described 6.3 Annual Teaching Load and has received extra service or overload payments in the fall semester, the educator will reimburse the College for the equivalent fall extra

service/overload payment.

(d) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive \$200 additional salary per course for each course taught in a correctional facility.

(e) Departmental Supervision

Departmental supervision consists of two components:

- (1) Planning, paid at \$150.00 flat fee; and
- (2) Number of sections supervised at \$75.00/section.

An individual serving as Departmental Supervisor must complete work at each of the above components to receive the equivalent pay for each.

(f) Supervision of Concurrent Courses

Supervision of concurrent courses (courses taught in high schools by high school faculty) must include a visitation and will be paid at \$100.00 for each section supervised. Priority for supervision of concurrent course sections will be given to departmental supervisors and departmental faculty. If the departmental supervisor or department faculty cannot supervise a concurrent enrollment section(s), the Dean of Academic Affairs shall arrange for appropriate coverage.

(g) Remuneration for Non-Job Related Assignments

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Dean of Academic Affairs shall be at the rate of \$ 35 per hour for those who are in their first or second semester of full-time employment, and at the rate of \$40 per hour for those who are in their third semester or more of full-time employment.

(h) Program Chairpersons

Teaching educators serving as program chairpersons receive a four (4) contact hour load release. The program chairperson release time is for fulfilling the job description as is outlined in the Professional Staff Handbook. Program chairpersons will receive two (2) additional contact hour load release in 2015-2016 to participate in the Program Affairs Council and in developing, enacting, managing, and reporting program/institutional assessment work as described in the 2015-2016 Academic Assessment plan. In the event a program chairperson uses release time as extra service/overload, those hours will be paid at the appropriate extra service lecture teaching rate.

(i) Instructional Duties Other than Classroom Teaching

Instructional duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the extra service payment schedule, and those not certain of full annual loads who will be paid on the annual extra service payment schedule.

(j) Assignment Related to Credit for Life Experience and Proficiency Tests

Educators who are assigned to develop, administer, and score tests for credit for life experience and proficiency tests shall be paid at the rate of \$15.00 per hour. The amount of time involved to perform these tasks shall be agreed upon in advance between the department head and the Dean of Academic Affairs.

(k) Innovative External learning Programs

Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(l) Promotion to New Rank

Teaching educators promoted to a new rank will not move vertically, but will move horizontally on the salary scale.

8.02 Eligibility for Merit Review:

A teaching educator who is employed full time for one complete semester or its equivalent in an academic year or a non-teaching educator who is employed full time for five successive months during any part of an academic year is eligible to receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Educators who are employed full time at the College for less than these specified times are not eligible for a merit salary increment.

**Article IX: MISCELLANEOUS**

9.01 Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

9.02 Mileage Reimbursement:

Effective for all requests for mileage reimbursements, educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

**Article X: CONCLUSION OF COLLECTIVE NEGOTIATIONS**

10.01 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.02 Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law, or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

**Article XI: APPROVAL OF THE LEGISLATURE**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**Article XII: DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2015 and shall continue through August 31, 2016.

DUTCHESS COMMUNITY COLLEGE

By \_\_\_\_\_  
Thomas E. LeGrand  
Chairman of the Board of Trustees

DUTCHESS UNITED EDUCATORS

By \_\_\_\_\_  
Johanna G. Halsey, President  
Dutchess United Educators



Signed \_\_\_\_\_  
(Date)

## **APPENDIX A – ACADEMIC FREEDOM**

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

## APPENDIX B – SALARY SCHEDULE

9/1/2015 – 8/31/2016

| Level | Group B | Group A | Group 1 | Group 2 | Group 3 | Instructor | Assistant Professor | Associate Professor | Professor |
|-------|---------|---------|---------|---------|---------|------------|---------------------|---------------------|-----------|
| 4     |         |         | 49,499  | 53,060  |         |            |                     | 53,060              |           |
| 5     |         |         | 51,063  | 54,806  |         |            | 51,063              | 54,806              |           |
| 6     |         |         | 52,626  | 56,553  | 60,815  |            | 52,626              | 56,553              | 60,815    |
| 7     | 42,047  | 49,738  | 54,190  | 58,299  | 62,740  |            | 54,190              | 58,299              | 62,740    |
| 8     | 43,243  | 51,120  | 55,754  | 60,046  | 64,665  |            | 55,754              | 60,046              | 64,665    |
| 9     | 44,439  | 52,504  | 57,319  | 61,793  | 66,590  | 52,504     | 57,319              | 61,793              | 66,590    |
| 10    | 45,636  | 53,888  | 58,882  | 63,539  | 68,515  | 53,888     | 58,882              | 63,539              | 68,515    |
| 11    | 46,833  | 55,271  | 60,446  | 65,286  | 70,440  | 55,271     | 60,446              | 65,286              | 70,440    |
| 12    | 48,029  | 56,654  | 62,010  | 67,032  | 72,364  | 56,654     | 62,010              | 67,032              | 72,364    |
| 13    | 49,225  | 58,037  | 63,574  | 68,779  | 74,289  | 58,037     | 63,574              | 68,779              | 74,289    |
| 14    | 50,421  | 59,421  | 65,138  | 70,526  | 76,215  | 59,421     | 65,138              | 70,526              | 76,215    |
| 15    | 51,618  | 60,804  | 66,701  | 72,272  | 78,140  | 60,804     | 66,701              | 72,272              | 78,140    |
| 16    | 52,815  | 62,187  | 68,266  | 74,019  | 80,065  | 62,187     | 68,266              | 74,019              | 80,065    |
| 17    | 54,011  | 63,571  | 69,830  | 75,765  | 81,990  | 63,571     | 69,830              | 75,765              | 81,990    |
| 18    | 55,207  | 64,954  | 71,394  | 77,512  | 83,915  | 64,954     | 71,394              | 77,512              | 83,915    |
| 19    | 56,404  | 66,337  | 72,957  | 79,259  | 85,840  | 66,337     | 72,957              | 79,259              | 85,840    |
| 20    | 57,600  | 67,720  | 74,521  | 81,005  | 87,765  | 67,720     | 74,521              | 81,005              | 87,765    |
| 21    | 58,797  | 69,104  | 76,085  | 82,752  | 89,690  | 69,104     | 76,085              | 82,752              | 89,690    |
| 22    | 59,993  | 70,488  | 77,649  | 84,498  | 91,615  | 70,488     | 77,649              | 84,498              | 91,615    |
| 23    | 61,190  | 71,872  | 79,213  | 86,245  | 93,540  | 71,872     | 79,213              | 86,245              | 93,540    |
| 24    |         |         | 80,777  | 87,992  | 95,466  |            | 80,777              | 87,992              | 95,466    |
| 25    |         |         | 82,342  | 89,738  | 97,391  |            | 82,342              | 89,738              | 97,391    |
| 26    |         |         |         | 91,485  | 99,316  |            |                     | 91,485              | 99,316    |
| 27    |         |         |         | 93,232  | 101,241 |            |                     | 93,232              | 101,241   |
| 28    |         |         |         |         | 103,167 |            |                     |                     | 103,167   |

## **APPENDIX C – PAYMENT PROCEDURES FOR ANNUAL EXTRA SERVICE**

1. Payments for the Annual Extra-Service will be at the same rate as the full-time faculty and NTEs extra-service rate (dependent upon the first two semesters or the third and subsequent semesters of teaching).
2. Payments for Annual Extra-Service depend on the total number of either lecture or laboratory hours taught in the academic year as follows:

### For one hour of Annual Extra-Service

- a. Teaching one more lecture hour than laboratory hour is paid as a lecture hour.
- b. Teaching one more laboratory hour than lecture hour is paid as a laboratory hour.

### For more than one hour of Extra-Service

- a. If the total number of lecture hours equals the total number of laboratory hours, 50% of the annual extra-service will be paid as lecture hours and 50% will be paid as laboratory hours.
- b. If the total number of lecture hours is more than the total laboratory hours and the difference is more than six hours, 100% of the extra-service will be paid as lecture hours.

In the above case, if the difference is six hours or less, payment for annual extra-service will be prorated.

- c. If the total number of laboratory hours is more than the total number of lecture hours and the difference is more than six hours, 100% of the extra-service will be paid as laboratory hours.

In the above case, if the difference is six hours or less, payment for extra-service will be prorated.

3. Hours resulting from "release time," "weighted average," or other "instructional duties" are considered lecture hours and can be utilized to achieve full-load or annual extra-service.
4. Department heads annual extra-service and annual extra-service for faculty on a one semester leave will be treated in the same way as items 1 through 3 except their load will be considered at 50% of the normal contractual obligation of their discipline.