

AGREEMENT BETWEEN

UTICA COLLEGE

AND

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS  
UTICA COLLEGE CHAPTER

EXPIRES MAY 31, 2020

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1  
2 This Agreement is effective June 1, 2015 (this “Agreement”) between Utica College (the  
3 “College”) and the Utica College Chapter of the American Association of University  
4 Professors (“AAUP-UC” and, together with the College, sometimes referred to herein as  
5 a “party” and collectively as the “parties”).  
6

7  
8 1. PURPOSE AND INTENT  
9

10 1.1 The purpose of this Agreement is to promote harmonious relationships between  
11 bargaining unit members and the administration of the College, to improve the  
12 quality of education and to maintain the high standards of excellence at the  
13 College, and is the sole and exclusive embodiment of all agreements between  
14 the College and the AAUP-UC covering wages, benefits and terms and  
15 conditions of employment.  
16

17 1.2 The parties wish to set forth their respective rights and responsibilities under this  
18 Agreement with the common goal of creating and sustaining an atmosphere of  
19 collegial pursuit of excellence in education through delivery of the highest quality  
20 of service and maintenance of professional standards of education.  
21

22  
23 2. RECOGNITION  
24

25 2.1 The College recognizes the AAUP-UC as the sole bargaining agent for the  
26 purpose of collective bargaining in respect to terms and conditions of  
27 employment and rates of pay for the bargaining unit as described below:  
28

29 All full-time tenured and tenure-track faculty members, including full-time non-  
30 tenured faculty members employed under terminal contracts; academic program  
31 directors, coordinators, and department chairs in their capacity as full-time  
32 faculty; Librarians I, II, and III (“librarians”); and all Higher Education Opportunity  
33 Program personnel (“HEOP Personnel”). For purposes of this Article and  
34 coverage under this Agreement, full-time means, in the case of librarians and  
35 HEOP personnel, an individual who works 37.5 or more hours per week; but  
36 excluding all part-time and adjunct faculty members, visiting and exchange  
37 faculty and librarians; non-professional employees; full-time administrative  
38 personnel; coordinators of clinical, field work, or internship education who are not  
39 full-time ranked faculty members; Deans; Associate Deans; Vice Presidents;  
40 Assistant Vice Presidents; Provost; Associate Provost; Director of HEOP; and all  
41 guards and supervisors as defined by the National Labor Relations Act; and all  
42 other employees.  
43  
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46

47 2.2 Application of this Agreement to Individual Bargaining Unit Members

48  
49 This Agreement shall be incorporated by reference into every appointment and  
50 reappointment letter issued to a bargaining unit member. The rights, privileges  
51 and obligations of bargaining unit members set forth in this Agreement shall be  
52 assimilated into and made part of every individual appointment and  
53 reappointment letter issued to a bargaining unit member by the College. If there  
54 is a conflict between the terms of an individual bargaining unit member's  
55 appointment letter and/or reappointment letter and the terms of this Agreement,  
56 this Agreement shall control. If there is a conflict between the terms of any  
57 College rule or policy and the terms of this Agreement, this Agreement shall  
58 control; however, if there is a conflict between the terms of this Agreement and  
59 the requirements of an applicable law or regulation, the College will follow the law  
60 or regulation. Should the College determine that an applicable law or regulation  
61 supersedes the terms of this Agreement because the term is out of compliance  
62 with the applicable law or regulation, the College shall engage, within a  
63 reasonable period of time, in effects bargaining with the AAUP-UC over the  
64 impact of the modification on the terms or conditions of employment.

65  
66 2.3 Copy of Agreement

67  
68 A copy of this Agreement and any amendments thereto will be furnished to all  
69 bargaining unit members by the College when they are hired. For those  
70 bargaining unit members who have already been employed by the College, a  
71 copy of this Agreement and any amendments thereto shall be furnished to such  
72 faculty within 45 days after this Agreement is executed.

73  
74 2.4 College Will Provide Information

75  
76 Within 30 days of the beginning of each semester, the College will provide the  
77 AAUP-UC with relevant information related to the bargaining unit members that  
78 includes identification and descriptor information as requested by the AAUP-UC.  
79 The College will provide the AAUP-UC with copies of all letters of appointment,  
80 reappointment, promotion, and letters involving the addition or subtraction of a  
81 bargaining unit member. Should the College hire any new bargaining unit  
82 members during any semester or summer, the College will update the  
83 information provided to the AAUP-UC.

84  
85

86 3. MANAGEMENT RIGHTS

87

88 3.1 Except as hereinafter specifically provided, the operation and administration of  
89 the College including, but not limited to, the right to make reasonable rules and  
90 regulations subject to the other provisions of this Agreement pertaining thereto,  
91 shall be fully vested in its Board, the President, as the chief administrative officer  
92 of the College, and their designated representatives. Except as hereinafter

93 specifically provided, nothing herein stated shall be construed as a delegation or  
94 waiver of any powers or duties vested in the Board or in any administrator by  
95 virtue of any provision of the laws of the State of New York or the Charter and  
96 By-Laws of the College.  
97  
98

99 4. PRECEDENCE OF APPLICABLE LAWS AND REGULATIONS/SEVERABILITY  
100

101 4.1 In the event that any provision of this Agreement, in whole or in part, is declared  
102 to be illegal, void or invalid by any court of competent jurisdiction or any  
103 administrative agency having jurisdiction, all of the other terms, conditions and  
104 provisions of this Agreement shall remain in full force and effect to the same  
105 extent as if that provision had never been incorporated in this Agreement, and in  
106 such event the remainder of this Agreement shall continue to be binding upon the  
107 parties.  
108  
109

110 5. NON-DISCRIMINATION  
111

112 5.1 The College and the AAUP-UC, to the extent of their respective authority and  
113 responsibility, agree not to discriminate against any employee or applicant for  
114 employment because of race, creed, color, sex, pregnancy, ethnic or national  
115 origin, religion, marital status, age, sexual orientation, gender identity, gender  
116 expression, veteran status, disability, AIDS, citizenship status, genetic  
117 predisposition, domestic violence victim status, lawful political activity (assuming  
118 such activity or affiliation does not conflict or interfere with performance of  
119 College duties or jeopardize the College's tax-exempt status), membership or  
120 activity in the AAUP-UC, or any other status protected under applicable local,  
121 state, or federal law.  
122  
123

124 6. ACADEMIC FREEDOM  
125

126 6.1 In furtherance of the purpose of this Agreement, the parties agree to adhere to  
127 the following principles of academic freedom and responsibility. Academic  
128 freedom is the freedom to teach, both in and outside of the classroom, to conduct  
129 research and other scholarly or creative activities, and to publish or otherwise  
130 disseminate the results. Bargaining unit members have the freedom to address  
131 the larger community with regard to any social, political, economic, or other  
132 interest, subject to College By-Laws, regulation and policy, and further to the  
133 adequate performance of academic and other job duties. Academic  
134 responsibility means the faithful performance of professional duties and  
135 obligations, the recognition of the demands of the scholarly enterprise, and the  
136 candor to make it clear that, when one is speaking as a citizen on a matter of  
137 public interest, one is not speaking for the institution.  
138

139 7. GOVERNANCE

140

141 7.1 Faculty Senate Committees

142

143 Academic governance shall vest in the Faculty Senate, as constituted in its by-  
144 laws as now or hereafter in effect. Accordingly, the College recognizes the right  
145 of the faculty to exercise that governance through the Faculty Senate, which shall  
146 include, but not be limited to, the following committees as constituted in the by-  
147 laws of the Faculty Senate and with authority to make recommendations to the  
148 President either directly or through the Faculty Senate or the Provost as specified  
149 in its by-laws:

150

151 ▪ The Academic Standards Committee shall review and recommend on  
152 matters related to academic standards, including but not limited to, academic  
153 credit, grading, and academic standing of students. The Faculty Senate may  
154 establish a separate committee to review and recommend on matters related  
155 to graduate academic standards, including but not limited to, academic  
156 credit, grading, and academic standing of students.

157

158 ▪ The Curriculum Committee shall consider and make recommendations  
159 regarding matters related to the curriculum of the College.

160

161 ▪ The Faculty Affairs Committee (“FAC”) shall consider and recommend to the  
162 Provost and the President on matters related to appointment, promotion,  
163 tenure, and emeritus status of faculty members and librarians.

164

165 ▪ The Faculty Resources Committee (“FRC”) shall consider and recommend to  
166 the Provost on matters relating to faculty resources and professional  
167 development, including but not limited to College grants, awards and  
168 sabbaticals.

169

170 ▪ The Professional Development Committee (“PDC”) shall review tenured  
171 faculty members periodically and make formative recommendations to  
172 reviewed members and the Provost.

173

174 The parties shall consult regarding the impact of any proposed dissolution of the  
175 Faculty Senate and meet and negotiate regarding the duties and responsibilities  
176 of the Committees of the Faculty Senate and the impact of such dissolution upon  
177 the terms and conditions of employment of bargaining unit members.

178

179 7.2 Other Committees

180

181 Executive Committee

182

183 The AAUP-UC Executive Committee, consisting of the members of the  
184 AAUP-UC Governing Board as elected and/or appointed by the AAUP-UC

185 membership, shall consider and develop proposals with respect to the  
186 academic and student programs of the College that are not subject to  
187 recommendation from any committee identified in Section 7.1. The Executive  
188 Committee may report its deliberations and recommendations directly to the  
189 President of the College or through any appropriate representative body or  
190 person. Nothing in this Agreement shall preclude the recommendation or  
191 deliberation of committees not specified in this Agreement from presenting  
192 their findings to the President. Members of the Executive Committee may  
193 serve on one other standing committee, except that the Grievance Officer  
194 may not serve on the FAC.

#### 195 Hearing Committee

196  
197  
198 The Hearing Committee, consisting of five bargaining unit members as  
199 determined by the AAUP-UC, shall, upon the written request of the affected  
200 bargaining unit member to the Chair of the Hearing Committee, review any  
201 case in which (1) such member alleges a violation of academic freedom  
202 regarding such member, (2) such member disagrees with a determination by  
203 the Provost under Section 13.1 of this Agreement, (3) such member alleges  
204 that the procedures employed for renewal or non-renewal of appointment,  
205 tenure, or promotion were inconsistent with the provisions of this Agreement,  
206 (4) such member alleges that the procedures employed for recommendation  
207 of sabbaticals or the procedures employed for the awarding of sabbaticals  
208 were inconsistent with the provisions of this Agreement, (5) such member  
209 alleges that the procedures employed for professional development  
210 evaluation were inconsistent with the provisions of this Agreement or (6) such  
211 member, if tenured or having continuous appointment, wishes to appeal his or  
212 her dismissal for just cause as provided in this Agreement. In the case of  
213 alleged procedural inconsistencies as provided in clauses (3), (4) or (5) of the  
214 immediately preceding sentence, the Hearing Committee shall not consider  
215 the merits of the matter but shall consider only whether or not there was a  
216 violation of procedure. If the Hearing Committee determines that a  
217 substantiated and documented procedural violation has occurred, it shall  
218 remand the case for reconsideration by the appropriate committee or person  
219 in a timely manner. Any member of the Hearing Committee who has a bias or  
220 interest concerning a case before the Hearing Committee, as determined by  
221 the AAUP-UC Executive Committee, shall be deemed disqualified and shall  
222 be removed from the Hearing Committee for the period of consideration of the  
223 case. In such an event, the AAUP-UC Executive Committee shall appoint a  
224 temporary substitute.

- 225  
226 7.3 The Provost shall consult AAUP-UC faculty members from time to time, through  
227 direct, group or committee meetings, as determined in his or her sole discretion,  
228 on matters affecting curriculum and staffing in their respective disciplines.  
229  
230

231 8. FACULTY

232

233 8.1 Appointments and Reassignments

234

235 Requests for new faculty member positions or replacements for vacant faculty  
236 member positions may be submitted to the Provost by School Deans, department  
237 chairs, program directors, coordinators or faculty members within the discipline in  
238 which the position is sought. The request shall be in writing and contain  
239 justification for the position as well as the academic qualifications required for the  
240 position. The approval of the Provost and the President is required for all  
241 appointments. Notwithstanding the foregoing, the President may also initiate a  
242 search for a new faculty member position or for a replacement for a vacant  
243 faculty member position.

244

245 An individual faculty member may teach a course for which he or she is qualified  
246 in another School with the prior concurrence of both School Deans and the  
247 approval of the Provost.

248

249 If a faculty member's request for reassignment to a different School is approved  
250 by the Provost after consultation with the affected Schools, the faculty member's  
251 promotion and tenure recommendations shall be made by the tenured faculty of  
252 the School to which the faculty member has been reassigned, provided such  
253 faculty first receives written input from the Provost and the tenured faculty of the  
254 School from which the faculty member has been reassigned.

255

256 Up to a maximum of three (3) years full-time teaching service at another college  
257 or university or at Utica College for a faculty member originally hired on a full-  
258 time terminal contract may be credited to that member. The College may make  
259 exceptions that increase the maximum number of years of service credited to a  
260 faculty member. The exact number of years credited shall be negotiated between  
261 the new faculty member and the Dean of the relevant School at the time of the  
262 appointment and finalized by the end of the new faculty member's first semester  
263 of teaching. In the event that the School Dean and the new faculty member  
264 cannot reach an agreement, the Provost shall make a final and binding decision.

265

266 8.2 Renewal of Appointments

267

268 The recommendation to the Provost and the President to renew or not to renew  
269 an appointment in the first three (3) years of a faculty member's service at the  
270 College is the prerogative of his or her School Dean after consultation with the  
271 tenured faculty of that School in a meeting called for that purpose. The  
272 recommendation is subject to the approval of the Provost and the President. In  
273 cases where non-renewal is recommended, the affected faculty member shall  
274 have the right to present his or her case in person to the Provost and the  
275 President if he or she has provided in writing to the appropriate offices, no later  
276 than ten (10) working days after notification of non-renewal of appointment,

277 notice of his or her intention to appeal the recommendation. The affected faculty  
278 member shall have the right to request the assistance of another bargaining unit  
279 member in presenting his or her case to the Provost and the President.  
280

281 Notice of non-reappointment or of intention not to recommend reappointment  
282 shall be given in writing in accordance with the following time frames: (1) not later  
283 than March 1 of the first year of service, if the appointment expires at the end of  
284 that fiscal year; (2) not later than December 15 of the second year of service, if  
285 the appointment expires at the end of that fiscal year; or (3) at least twelve  
286 months before the expiration of an appointment after two or more years of  
287 service.  
288

289 A faculty member in his or her fourth or fifth year of service whose renewal of  
290 appointment is not recommended may, upon his or her request, have the matter  
291 considered by the FAC if so requested in writing within ten (10) working days of  
292 notification of non-renewal of appointment. A faculty member electing to accept  
293 two or three years credited service, as the case may be, upon appointment shall  
294 have waived the right to an FAC review of a negative decision for renewal in the  
295 fourth or fifth year, respectively, of credited service. The President's decision is  
296 final and binding and not subject to appeal to the Board of Trustees.  
297

### 298 8.3 Tenure

299  
300 Tenure is the grant of a continuing appointment at the College to a tenure-track  
301 faculty member who has served a probationary period and has met the criteria  
302 outlined in this Section. Tenure may only be terminated for just cause or  
303 Retrenchment, as such terms are defined below in Sections 11 and 15,  
304 respectively.  
305

306 The maximum probationary period for tenure shall be seven continuous years of  
307 full-time service, excluding authorized leave and including any sabbaticals. The  
308 maximum probationary period may be extended by the President in exceptional  
309 circumstances. Notice should be given at least one year prior to the expiration of  
310 the probationary period if the faculty member is not to be continued in service  
311 after the expiration of that period. Leaves of absence are not normally considered  
312 as periods of service in rank. However, if faculty have received leaves under  
313 conditions they feel should afford them consideration of time in rank credit based  
314 on the academic merit of the particular experience associated with the leave,  
315 they may apply to the FAC for its approval of such credit prior to the  
316 commencement of the leave. The FAC will forward its recommendation to the  
317 Provost and President for their approval. The decision of the Provost and  
318 President is final and not subject to appeal. The probationary period shall afford a  
319 faculty member time to prove himself or herself and afford his or her colleagues  
320 time to observe and evaluate the candidates on the basis of performance in their  
321 position rather than only on the basis of prior experience, education, training, and  
322 recommendations.

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A faculty member who was not granted time in rank credit prior to beginning a leave based on the academic merit of his or her leave experience may request that it be granted retroactively. A candidate having been granted time in rank credit based on the academic merit of his or leave experience shall be bound by the original decision of the Provost and President unless demonstrable extenuating circumstances intervene during the period of the leave preventing performance of his or her intended leave experience. Requests for such consideration must be made to the FAC as soon as practicable. The FAC shall forward its recommendation to the Provost and President for their approval. The decision of the President shall be final and binding and not subject to appeal.

8.4 Procedures for Tenure

A faculty member under consideration for tenure shall follow the steps delineated in the “Candidate Responsibilities” section of the document titled “Procedures for the Consideration of Faculty for Tenure” as from time to time in effect. The appropriate School Dean will make the above-mentioned document available to such faculty member in accordance with the procedure outlined by the FAC and shall also be available to such faculty member to discuss particular program or plan requirements, materials or other items that such faculty member is considering including as part of his or her record for potential tenure consideration. To facilitate its deliberations, the FAC shall receive recommendations from the faculty member’s School Dean, who may appear before such Committee, and from the tenured faculty of such faculty member’s School, relevant materials submitted by the faculty member, and any other materials deemed necessary by the FAC.

The FAC shall recommend to the Provost that tenure be granted or denied. In the event of an irreconcilable disagreement, the recommendations of the FAC and the Provost shall be forwarded to the President for his or her consideration. The decision to grant tenure shall ultimately be the prerogative of the President and the Board of Trustees of the College. A faculty member shall be notified in writing by the Provost of the grant or denial of tenure.

8.5 Criteria for Tenure

The criteria for tenure shall include the expected accomplishments listed in the evaluation categories in this Section. In addition, the faculty member is expected to have the appropriate educational background, which in most cases would be the terminal degree in his or her field. However, in special circumstances a faculty member without such a degree may be considered for tenure. In addition, specific needs of the faculty member’s School including, but not limited to, balance and future plans concerning the direction of the School and the College, shall also be used in making the tenure decision.

369 Evaluation categories shall be as follows:  
370

371 **Teaching**

372 The faculty member should show excellence and active interest in  
373 teaching. In addition to evaluating class performance, the FAC shall  
374 consider, among other things, the faculty member's activities as an  
375 academic advisor and work done with students outside the classroom,  
376 student surveys and evaluation by peers in judging teaching  
377 performance, and improvement of existing courses. The FAC may  
378 weigh these criteria as it sees fit on a case-by-case basis.  
379

380 **Professional Accomplishment**

381 The faculty member should show clear evidence of creative and  
382 professional accomplishments appropriate to his or her field. The FAC  
383 shall consider appropriate scholarly and/or appropriate creative activity  
384 in the faculty member's field. Scholarly publication is one of several  
385 possible measures of professional accomplishment.  
386

387 **Service**

388 The faculty member should show clear evidence of meritorious service  
389 to the teaching profession, the College, and/or the community at large.  
390 Service in the AAUP-UC and participation in admissions events shall  
391 each be recognized as one form of such service. Participation in  
392 curricular development outside of his or her teaching duties,  
393 preparation of documents for accreditation, self-study, and other  
394 professional service shall also be recognized as service.  
395

396 When making recommendations regarding tenure, the FAC shall consider the  
397 combination of teaching, professional accomplishment, and service. The FAC  
398 shall also consider, in appropriate circumstances, fulfillment of additional duties  
399 required by the School or College.  
400

401 **8.6 Promotion**

402  
403 A faculty member under consideration for promotion shall follow the steps  
404 delineated in the "Candidate Responsibilities" section of the document entitled  
405 "Procedures for the Consideration of Faculty for Promotion" as from time to time  
406 in effect. The appropriate School Dean shall make the above-mentioned  
407 document available to such faculty member in accordance with the procedure  
408 outlined by the FAC.  
409

410 The School Dean shall request a current Summary of Professional Activities from  
411 the faculty member, which the School Dean shall review prior to submitting it to  
412 the FAC. The School Dean shall call a meeting of the tenured members of the  
413 faculty of the School to discuss the qualifications of the candidate who has  
414 chosen to be considered for promotion. The vote and recommendations of the

415 tenured members of the School shall be forwarded to the FAC. The School Dean  
416 shall also submit his or her recommendation to the FAC.

417  
418 The FAC shall recommend to the Provost that a promotion be granted or denied.  
419 In the event of an irreconcilable disagreement, the recommendations of the FAC  
420 and the Provost shall be forwarded to the President for his or her consideration.  
421 The decision to grant promotion shall ultimately be the prerogative of the  
422 President and the Board of Trustees of the College. A faculty member shall be  
423 notified in writing by the Provost of the award or denial of promotion.

424

#### 425 8.7 Procedures for Promotion

426

427 Although the terminal degree is normally considered essential, lack of such a  
428 degree shall not preclude a faculty member from consideration for promotion  
429 provided that he or she has the other prerequisites listed below.

430

431 To be considered for promotion:

432

433     ▪ From Instructor to Assistant Professor, faculty members must be serving  
434 in no less than the second year of their instructorship

435

436     ▪ From Assistant Professor to Associate Professor, faculty members must  
437 be serving in no less than the fourth year of their assistant professorship

438

439     ▪ From Associate Professor to Professor, faculty members must be serving  
440 in no less than the fifth year of their associate professorship

441

442     ▪ From Professor to Distinguished Professor, faculty members must be  
443 serving in no less than the seventh year of their full professorship.

444

445 Variations from these minimum service requirements shall be considered only in  
446 cases of exceptional performance with regard to the stated criteria for promotion,  
447 and require recommendations from the School Dean and the tenured faculty of  
448 the faculty member's School to the FAC, which shall vote whether or not to  
449 consider such a promotion.

450

451 A faculty member shall not be entitled to promotion merely because of length of  
452 service.

453

454 A record of accomplishment, and not time in rank, shall be the essential criterion.

455

456 Leaves of absence are not normally considered as periods of service in rank.  
457 However, if faculty members have received leaves under conditions they feel  
458 should afford them consideration of time in rank credit based on the academic  
459 merit of the particular experience associated with the leave, they may seek  
460 approval from the FAC for such credit prior to commencement of the leave. The

461 FAC shall forward its recommendation to the Provost and President for their  
462 approval. The decision of the Provost and President shall be final and binding  
463 and not subject to appeal.  
464

465 A faculty member who was not granted time in rank credit prior to beginning a  
466 leave based on the academic merit of his or her leave experience may request  
467 that it be granted retroactively. A candidate having been granted time in rank  
468 credit based on the academic merit of his or her leave experience shall be bound  
469 by the original decision of the Provost unless demonstrable extenuating  
470 circumstances intervene during the period of the leave preventing performance of  
471 his or her intended leave experience. Requests for such consideration must be  
472 made to the FAC as soon as practicable. The FAC shall forward its  
473 recommendation to the Provost and President for their approval. The decision of  
474 the President shall be final and binding and not subject to appeal.  
475

476 Exchange teaching, approved by the Provost and the President shall be granted  
477 time in rank service.  
478

479 Leave credit will be determined consistent with other provisions of this  
480 Agreement.  
481

#### 482 8.8.1 Criteria for Promotion

##### 483 **Teaching**

484 The faculty member should show excellence and active interest in teaching. In  
485 addition to evaluating class performance, the FAC shall consider, among other  
486 things, the faculty member's activities as an academic advisor and work done  
487 with students outside the classroom, student surveys and evaluation by peers in  
488 judging teaching performance, and improvement of existing courses. The FAC  
489 may weigh these criteria as it sees fit on a case-by-case basis.  
490

##### 491 **Professional Accomplishment**

492 The faculty member should show clear evidence of creative and professional  
493 accomplishments appropriate to his or her field. The FAC shall consider  
494 appropriate scholarly and/or appropriate creative activity in the faculty member's  
495 field. Scholarly publication is one of several possible measures of professional  
496 accomplishment.  
497

##### 498 **Service**

499 The faculty member should show clear evidence of meritorious service to the  
500 teaching profession, the College, and/or the community at large. Service in the  
501 AAUP-UC and participation in admissions events shall each be recognized as  
502 one form of such service. Participation in curricular development outside of his or  
503 her teaching duties, preparation of documents for accreditation, self-study, and  
504 other professional service shall also be recognized as service  
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**Leadership**

For promotion to Professor, the faculty member should have demonstrated one or more forms of leadership, which may be manifested through, for example, achieving distinction or prominence among his or her immediate colleagues or demonstrating initiative among peers at other institutions or within organizations in his or her field of teaching or research.

**8.8.2 Criteria for Promotion to Distinguished Professor**

Promotion from Professor to Distinguished Professor is based upon sustained exceptional merit in the areas of teaching, professional accomplishment, service, and leadership, taken as a whole. A request for promotion to Distinguished Professor may be made by the candidate, or consideration may be initiated by the Dean, or the Tenured Faculty of the candidate’s school, or by the Provost. When a nomination has been made, the Provost will call a meeting of all of the Full and Distinguished Professors of the College, excluding the candidate. The Full and Distinguished Professors will select a panel of five of their number to constitute an *ad hoc* Committee for consideration of the candidate’s promotion. The candidate will submit an updated Summary of Professional Activities and reflective statements on teaching, professional accomplishments, service, and leadership, and other supporting materials that he or she deems appropriate. The Committee may also solicit recommendations from the candidate’s school dean, or department chair, or both, and from the tenured faculty of the relevant school. The Provost will preside over the deliberations of the committee. The Committee and the Provost will make their respective recommendations to the President for his or her consideration. The decision to grant promotion shall ultimately be the prerogative of the President and the Board of Trustees of the College.

**8.9 Procedures for Reconsideration and Appeal**

Faculty members not receiving positive recommendations from the FAC or the Provost for reappointment in the fourth or fifth year of service, for tenure, or for promotion shall have the right to request reconsideration by the FAC, other than for appeals pertaining to procedure, which shall be governed by Section 7.2 of this Agreement. The request for reconsideration shall be made in writing and forwarded to the Provost and the Chair pro tempore of the FAC within ten (10) working days of the receipt of written notification of the negative recommendation. The burden of proof rests with the faculty member, who shall have the right to present his or her case with the assistance of a bargaining unit member of his or her choosing. The reconsideration shall commence within fourteen (14) working days after receipt of the written request for reconsideration.

A faculty member who is not satisfied with the results of his or her reconsideration shall have the right, with the assistance of a bargaining unit member of his or her own choosing, to present objections to the President. In the

553 event the President is unable to render a final decision for any reason, the  
554 President shall designate a person to act in his or her place and the decision of  
555 the President or his or her designee shall be final and binding and not subject to  
556 appeal to the Board of Trustees.

557  
558 Matters involving tenure, promotion, and reappointment are not subject to the  
559 grievance procedures outlined in Section 16, unless they pertain to procedural  
560 irregularities.

561  
562 8.10 Disciplinary Procedures For Bargaining Unit Faculty Members

563  
564 Disciplinary procedures up to but not including dismissal are set forth in Article  
565 11.

566  
567 Dismissal of faculty members with continuous tenure or of faculty members with  
568 probationary appointment before the end of the specified term may occur for just  
569 cause, which shall include but not be limited to, repeated disregard or dereliction  
570 of duties and College policies that are applicable to faculty, incompetence, moral  
571 turpitude, failure to submit to the required periodic post-tenure review by the  
572 PDC, actions which cause the College significant and demonstrable reputational  
573 harm or actions which knowingly disrupt the educational processes and functions  
574 of the College. Dismissal will not be used to restrain faculty members in the  
575 exercise of academic freedom or their constitutional rights. The burden of  
576 demonstrating just cause shall be borne by the College.

577  
578 Dismissal of a faculty member for just cause will be preceded by:

- 579
- 580 ▪ A statement of reasons, framed with particularity, by the  
581 appropriate College administrative official;
  - 582
  - 583 ▪ Discussions between the faculty member and appropriate  
584 College administrative officials looking toward a mutual  
585 settlement;
  - 586
  - 587 ▪ At the request of the affected faculty member, an informal  
588 inquiry by the FAC which may, failing to effect a settlement,  
589 determine whether in its opinion dismissal proceedings  
590 should be undertaken, without its opinion being binding upon  
591 the President;
  - 592
  - 593 ▪ A statement of reasons, framed with particularity, by the  
594 President.
  - 595

596 During the preliminary proceedings or any ensuing formal proceedings, the  
597 faculty member may be suspended, or assigned to other duties in lieu of  
598 suspension. The College may suspend such faculty member with or without pay.

599 During suspension, health insurance and life insurance shall continue and the  
600 College shall continue to pay its customary portion of the expense of these  
601 benefits. If the suspension is without pay and the discipline is not upheld as  
602 provided below in this paragraph, the College shall also reimburse the employee  
603 for lost salary. If no resolution is reached in the preliminary proceedings, the  
604 AAUP-UC may submit the matter in writing (copied to the President of Utica  
605 College) to the American Arbitration Association pursuant to the Voluntary Labor  
606 Arbitration Dispute rules then in effect. The selection of the arbitrator and the  
607 procedures for the formal proceedings shall be governed by the American  
608 Arbitration Association rules. The submission to arbitration must occur within ten  
609 (10) working days of receipt of the President’s statement of reasons noted above.  
610 The decision of the arbitrator shall be final and binding on both parties and not  
611 subject to appeal. The arbitrator shall have no power to add to, subtract from, or  
612 change any provision of this Agreement, nor shall he or she have the power to  
613 imply any obligation not expressly set forth in this Agreement. The fees and  
614 expenses of the arbitrator and the arbitration shall be shared equally by the  
615 College and the AAUP-UC. Unless the dismissal is submitted to arbitration within  
616 the time frame set forth above, the parties shall be deemed to have waived their  
617 right to arbitration.

618  
619 The College shall notify the AAUP-UC president or his/her designee prior to any  
620 interview of a bargaining unit member that the bargaining unit member might  
621 reasonably believe could result in discipline of that bargaining unit member. The  
622 College shall also notify the AAUP-UC president or his/her designee of any  
623 decision to discipline a bargaining unit member before notifying the bargaining  
624 unit member.

625  
626 **8.11 Sabbatical Leaves**

627  
628 The parties acknowledge and agree that the granting of sabbaticals is an  
629 important part of academic endeavor and research, can contribute significantly to  
630 the professional development of the faculty, and add to the prominence and  
631 distinction of the programs of the College. Sabbaticals are available to faculty  
632 bargaining unit members for activities of professional value, for example planned  
633 travel, study, formal education, research, writing, creative activity, the acceptance  
634 of special assignments and fellowships. In order to free faculty to devote time to  
635 such development, the College shall provide at least eight (8) sabbaticals  
636 annually should eight (8) or greater of the eligible faculty bargaining unit apply  
637 and are qualified for a sabbatical, recommended by the committee of the Faculty  
638 Senate, and approved by the Provost and President as described below. Should  
639 the Provost or President not approve at least eight (8) sabbaticals for any reason  
640 other than the quality of the application, the President shall communicate such  
641 determination to faculty members at a meeting of the Faculty Senate called for  
642 that purpose, and provided further that the College may increase the number of  
643 sabbaticals in any given year beyond eight (8) based on the President’s  
644 discretion.

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Tenured faculty members are eligible to apply for a sabbatical leave every seventh year. Such leave may be for one semester at full pay plus full benefits or for one academic year at half pay and full benefits. A detailed application, accompanied by the School Dean’s recommendation, must be submitted to the Provost with the Faculty Resource Committee recommendation, if any, by October 20 of the previous academic year and notification of a decision from the College shall be made no later than November 15. If fewer than eight (8) sabbaticals are awarded, an applicant may submit or resubmit an amended application no later than December 1 of the previous academic year and notification of a decision from the College shall be made no later than February 15.

Tenured bargaining unit faculty members are eligible to apply for a one-half load reduction mini-sabbatical for up to two semesters without affecting their full sabbatical status. The application process and criteria shall be the same as the full sabbatical except that the deadline for the application shall be at the mid-point of the semester preceding the affected semester. The grant of a mini-sabbatical to a tenured faculty member shall not count toward the College’s commitment relating to the number of sabbaticals to tenured faculty members. Mini-sabbaticals shall be awarded based on merit, but higher faculty rank shall also be favorably considered. The College shall provide up to three (3) mini-sabbaticals to tenured faculty bargaining unit members per academic year should the College receive three (3) or more applications from eligible faculty bargaining unit members. The College may provide additional mini-sabbaticals to tenured faculty bargaining unit members at the discretion of the Provost. Tenured bargaining unit faculty members are eligible to apply for a mini-sabbatical every fifth (5<sup>th</sup>) year.

The Faculty Resources Committee shall recommend sabbatical leaves to the Provost on the basis of the proposal’s academic merit and the potential to add to the prominence and distinction of the programs of the College and the College’s reputation. The decision to approve or disapprove sabbaticals shall be made by the Provost with the concurrence of the President. Neither the committee’s recommendation nor the decision of the Provost or concurrence of the President is subject to appeal, except in cases of procedural irregularity as described in Section 7.

Acknowledging that both tenured and as-yet untenured faculty have professional development needs, the College recognizes that a mini-sabbatical may be granted to untenured tenure-track faculty in the fourth, fifth or sixth year of appointment. Such mini-sabbatical shall consist of a one-half load reduction for up to two semesters at full pay and benefits. In such a case, the benefits, application process and evaluation criteria shall be the same as set forth in this section applicable to tenured faculty members, except that the deadline for the application shall be April 15 of the preceding academic year. The grant of a mini-

691 sabbatical to a tenure-track faculty member shall not count toward the College's  
692 commitment relating to sabbaticals to tenured faculty members. Any tenure-track  
693 faculty member who takes a mini-sabbatical and is granted tenure shall not be  
694 eligible to apply for a full sabbatical for the two years immediately subsequent to  
695 the completion of the mini-sabbatical. The use of a mini-sabbatical shall not be  
696 considered a negative factor when the faculty member is considered for tenure  
697 and/or promotion.  
698

#### 699 8.12 Emeritus Status

700  
701 Upon recommendation of both the tenured faculty and the Dean of the relevant  
702 School, the FAC may recommend to the Provost that a retired faculty member be  
703 granted the honor of emeritus status. The decision to grant emeritus status is  
704 ultimately the prerogative of the President and the Board of Trustees.  
705

706 To be eligible for emeritus consideration, a faculty member should have a  
707 minimum of ten (10) years of service at the College, be an employee in good  
708 standing (i.e., not subject to current or pending probation or other disciplinary  
709 measures) and submit to the Provost and the President a written and irrevocable  
710 declaration of retirement.  
711

712 In the case of a bargaining unit member having fifteen (15) years in rank and the  
713 positive recommendations of a majority of the tenured members of his or her  
714 School, his or her School Dean, and the Provost, the FAC may recommend a  
715 terminal promotion at the time emeritus status is recommended. The decision to  
716 grant a terminal promotion with emeritus status shall ultimately be the prerogative  
717 of the President.  
718

719 Upon granting of emeritus status, the faculty member shall be entitled to use his  
720 or her College title with the emeritus designation, receive free use of the College  
721 library and recreational facilities, and enjoy the prevailing faculty discount at the  
722 College bookstore and applicable to College intercollegiate sports.  
723

#### 724 8.13 Faculty Duties

725  
726 a) Teaching Load  
727

728 The teaching load of each School shall be planned so that the School and its  
729 faculty members can provide for the requisite day and evening courses for each  
730 semester. The scheduling of courses for bargaining unit members shall be the  
731 responsibility of the School Dean and shall be subject to the terms of this  
732 Agreement.  
733

734 The required teaching load of a full-time faculty member shall not exceed twenty-  
735 four (24) classroom contact hours per calendar year, except that a Distinguished  
736 Professor shall not exceed twenty-one (21) contact hours per calendar year.

737 Overload shall be voluntary for all bargaining unit members, subject to approval  
738 of the Provost. All full-time faculty members shall be compensated for any  
739 overload at the then prevailing overload rates. No faculty member shall be  
740 negatively or adversely evaluated for not teaching an overload.

741  
742 Bargaining unit faculty members are only required to teach during the academic  
743 year except those major required courses in departments that only offer such  
744 courses during the summer or winter breaks. No bargaining unit member shall  
745 be required to teach core and/or elective courses during the summer or winter  
746 breaks. Should a bargaining unit member teach courses during the summer or  
747 winter breaks, the bargaining unit member, with the approval of the School Dean,  
748 will either be compensated for those courses at the then prevailing overload rates  
749 or the bargaining unit member's course load obligation shall be commensurately  
750 reduced during the remainder of the year. No faculty member shall be negatively  
751 or adversely evaluated for not teaching courses during the summer or winter  
752 breaks. In those instances in which the bargaining unit member teaches during  
753 the summer or winter breaks because his/her department offers required courses  
754 that are only taught during the summer or winter breaks, the bargaining unit  
755 member shall be provided a substantially equivalent break in his/her work  
756 schedule as other bargaining unit faculty members.

757  
758 The College shall calculate a faculty "contact hour" as one 50-minute period of  
759 active student instruction for a period of 15 weeks (750 minutes) plus the  
760 additional time outside of class for course preparation, grading, and assessment,  
761 and other activities necessary for the courses to proceed. The contact hours  
762 assigned to a course almost always are a function of the credit hours assigned to  
763 the course and almost always are determined by the number of minutes of  
764 student/faculty interaction. In no event shall the College award fewer contact  
765 hours than as defined by this section. Most lecture courses are converted from  
766 credit hours to contact hours at a ratio of 1:1 so that the faculty member earns  
767 three contact hours for teaching a three credit hour course. However, most labs  
768 are converted at a ratio of 1:3 so a one credit lab gives the faculty member three  
769 contact hours.

770  
771 Consistent with the requirements of New York State, Utica College defines a  
772 credit hour as 12 ½ hours (750 minutes) of active instruction. This definition is  
773 consistent through all modes of instruction for both undergraduate and graduate  
774 classes. This definition applies equally to courses of any length, including 8-  
775 week courses.

776  
777 In traditional on-ground courses this is the equivalent of 50 minutes per week in  
778 class for 15 weeks, with twice that time spent by the student on outside  
779 assignments such as homework, research, and review. In online classes, the  
780 time of active instruction can be made up by a combination of activities.

781

782 In cases where courses are taught in both a traditional and non-traditional (e.g.,  
783 weekend, summer) schedule, the compensation for a course in a non-traditional  
784 schedule shall not be less than the compensation for the same course in a  
785 traditional schedule.

786  
787 Residencies shall be calculated as part of the faculty member's contact hours  
788 taught in accordance with this section.

789  
790 Load calculation for blended courses will be negotiated between the College and  
791 the AAUP-UC, after AAUP-UC consultation with affected bargaining unit  
792 members, at the end of the two-year experimental period, which is January, 2016  
793 through December, 2017.

794

795 b) Additional Duties

796

797 In addition to the foregoing, each full-time faculty member covered under this  
798 Agreement shall be required to do the following:

799

800 Advise students as assigned by the School Dean or Provost;

801

802 Attend scheduled meetings of the School, Department, and the College including  
803 Commencement and Convocation;

804

805 Provide accurate and timely reports as requested by the College concerning  
806 student evaluations and enrollment;

807

808 As appropriate, submit early warnings regarding student academic performance;

809

810 Arrange, schedule, and hold a reasonable number of office hours taking into  
811 consideration the number of students and their needs, and at times reasonably  
812 convenient to students;

813

814 Submit final grades within College-approved deadlines;

815

816 Submit assessment reports as may be required for accreditation, including  
817 course program and institutional level learning assessments as determined by  
818 the department in accordance with College-determined deadlines;

819

820 Assist, if requested, in registration and orientation during the academic year;

821

822 Attend at least one on-campus admissions event during the academic year;  
823 except that faculty who teach only online courses and are not within a daily  
824 commuting distance shall not be required to attend such an on-campus event;

825

826 Provide syllabi for courses that he or she teaches; and

827

828 Perform other appropriate College duties.

829

830 Each faculty member covered under this Agreement shall submit, as part of his  
831 or her department's annual report, an updated Summary of Professional  
832 Activities.

833

834 In those cases where a faculty member covered under this Agreement considers  
835 his or her teaching load or other duties to exceed the maximum teaching load, he  
836 or she shall submit in writing, with the assistance of the President of the AAUP-  
837 UC, to the School Dean the planned workload (consistent with the needs of the  
838 approved program) for each semester. Upon approval of the plan by the School  
839 Dean, the plan shall be submitted for approval to the Provost by the School  
840 Dean. In those cases where a faculty member has more than three (3) course  
841 preparations in a semester or extra heavy responsibilities or circumstances other  
842 than classroom instruction, a commensurate reduction in teaching load may be  
843 approved by the Provost. Such special arrangements for faculty when approved  
844 shall be forwarded to the AAUP-UC.

845

846 At the discretion of the School Dean, with the approval of the Provost, a tenured  
847 or tenure-track faculty member covered under this Agreement may have her or  
848 his teaching load reduced on a temporary basis for the purposes of pursuing a  
849 significant research project. The faculty member must apply for such temporary  
850 load relief in writing and include a detailed explanation of the planned research.  
851 At the discretion of the School Dean, with the approval of the Provost, a faculty  
852 member covered under this Agreement may be eligible for load relief if assigned  
853 significant administrative duties or other special projects.

854

855 c) Team Teaching

856

857 There are two types of team-taught courses:

858

859 (1) those in which the faculty share the teaching load and related  
860 responsibilities and divide presentation of course material, and for which  
861 each receives a proportional percentage of the load credit; and

862

863 (2) those in which the participating faculty members are active in the  
864 presentation of the course material and for related responsibilities, and for  
865 which each faculty member receives 100% of the load credit.

866

867 Team taught courses are subject to the prior approval of the School Dean.

868

869 d) Class Size

870

871 1) Recommended minimum and maximum enrollments by course type are  
872 based on the table in the College's "Course Management Guidelines"

- 873 dated May 23, 2014, revised August 28, 2014, and as subsequently  
874 revised.  
875
- 876 2) The College and the AAUP-UC will create a Joint Labor Management  
877 Advisory Committee composed of three (3) AAUP-UC members, one from  
878 each School, as determined by the AAUP-UC, and the three (3) School  
879 Deans. The Committee will consider and make recommendations to the  
880 College regarding class size and the impacts of class enrollment changes.  
881 Decisions as to any Committee recommendations will be made by the  
882 Provost. If a request is made for a Joint Labor Management Advisory  
883 Committee meeting, the Committee will meet within two (2) weeks of the  
884 request. If the Committee does not meet and consider the request within  
885 two (2) weeks, the provisions of paragraph 3 of this Section are waived for  
886 the purposes of that request.  
887
- 888 3) Any proposed changes to the aforementioned Course Management  
889 Guidelines, shall be considered by the Joint Labor Management Advisory  
890 Committee before such changes are made.  
891
- 892 4) The Joint Labor Management Advisory Committee shall meet at least  
893 once every semester.  
894
- 895 5) Over-enrollment of any course section requires approval of the bargaining  
896 unit member teaching the course section. No bargaining unit member  
897 shall be negatively or adversely evaluated for choosing not to over-enroll  
898 his/her course(s).  
899
- 900 6) When a course is taught with fewer than the minimum enrollment outlined  
901 in the aforementioned Course Management Guidelines, the faculty  
902 member shall receive full contact hours/remuneration for that course.  
903
- 904 7) The faculty members of each department or program shall periodically  
905 review and make recommendations to the School Dean regarding the  
906 appropriate enrollments of all of that department's or program's courses.  
907
- 908 8) Bargaining unit members may request a reduction in class size based on  
909 physical space concerns, pedagogical concerns, equipment limitations,  
910 legal requirements, or other academic concerns following discussion with  
911 the faculty of the relevant department. Such requests will be made to the  
912 School Dean and the Provost, with the Provost making the final decision  
913 on the request. If a request from a faculty member under this paragraph  
914 needs immediate attention, the request shall not be subject to paragraph 2  
915 of this Section.  
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919 8.14 Professional Development Evaluation Procedure

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In addition to any review required by applicable law, every tenured faculty member shall be periodically reviewed every five years after the date on which tenure was granted. The fact that a tenured faculty member is being reviewed under this provision shall not prevent or delay an application for promotion in rank should the faculty member so choose.

The underlying philosophy of the process is formative and the focus is developmental. The PDC shall review the materials and meet with the candidate and make formative recommendations to forward to the School Dean and the Provost.

A reviewed tenured faculty member shall supply three reflective statements (one for each of the traditional criteria: teaching, professional accomplishment, and service) to the PDC. These statements should be supplemented with supporting documents including, but not limited to, articles, papers or evidence of teaching effectiveness.

In the case of a favorable review, the following amounts will be added to the Bargaining Unit Member's base salary:

For raise year:	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Dist. Prof.	--	\$3,500.00	\$3,578.75	\$3,677.17	\$3,787.48
Full Prof	\$2,250.00	\$3,500.00	\$3,578.75	\$3,677.17	\$3,787.48
Assoc. Prof.	\$2,000.00	\$2,500.00	\$2,556.25	\$2,626.55	\$2,705.34
Asst. Prof.	\$2,000.00	\$2,200.00	\$2,249.50	\$2,311.36	\$2,380.70

[Note: These amounts reflect an increase by the percentage of base salary increase beginning in 2017-18.]

Alternatively, the Assistant Professor or Associate Professor may elect to place \$4,500 (in lieu of the salary base increase), or in the case of Distinguished or Full Professors \$5,000 (in lieu of the salary base increase), into a restricted account for the faculty member's purchase of equipment (to be College-owned), travel, or supplies in connection with his or her position responsibilities.

In cases of an unfavorable review, the faculty member shall submit materials for a subsequent review by the end of three years from the final approval of the plan referred to below. A faculty member anticipating retirement within three years of review may elect not to be reviewed provided he or she provides to the School Dean and the Provost a written and irrevocable declaration of retirement.

A tenured faculty member who does not receive a favorable review by the PDC or the Provost shall have the right to appeal the decision. The appeal shall be forwarded in writing within ten (10) working days of the receipt of the decision to

965 the Provost and the Chairperson of the PDC. The appeal hearing shall  
966 commence within fourteen (14) working days after receipt of the notice of appeal.  
967 The faculty member shall have the right to personally present the case for  
968 appeal, with the assistance of a tenured faculty member of his or her choosing.  
969 After hearing the appeal, the PDC shall submit its recommendation in writing to  
970 the Provost, whose decision shall be final and binding and not subject to appeal,  
971 unless the bargaining unit member alleges that the procedures employed by the  
972 PDC and/or Provost were inconsistent with the provisions of this Agreement, in  
973 which case, the member may request that the Hearing Committee review the  
974 case pursuant to the provisions in Article 7.2.  
975

976 A tenured faculty member who does not receive a favorable review shall develop  
977 a plan for improvement in consultation with his or her School Dean, the Provost  
978 and the PDC. Such plan shall be subject to the approval of the Provost. If the  
979 plan is not approved, the Provost will provide the reasons in writing to the faculty  
980 member. The plan shall be formulated and approved no later than the end of the  
981 first full semester following notification of the PDC's decision. Following approval  
982 of such plan, the Provost shall allocate support from the Faculty Development  
983 Fund to assist the faculty member in carrying out the plan. The faculty member  
984 may alter the plan in consultation with his or her School Dean, the Provost and  
985 the PDC. If the faculty member believes significant progress toward completion of  
986 the plan has been achieved, he or she may request an early review. Upon receipt  
987 of notice from the PDC of successful completion of the plan, the faculty member  
988 shall submit documentation of completion to the Provost and such completion  
989 shall be acknowledged by the Provost within seven (7) working days of receiving  
990 the documentation.  
991

992 The foregoing review process and any ensuing conclusions, recommendations or  
993 information may not be used in any disciplinary proceeding under Article 8.10  
994 and 11 unless the College shall have concluded, based upon advice of legal  
995 counsel, that applicable law or regulation requires use of such materials.  
996

#### 997 8.15 Distance Learning

998

999 In online or distance education much, if not all, of the traditional classroom  
1000 experience and face to face interaction is replaced by communication through  
1001 one or more technological means and may be either synchronous or  
1002 asynchronous. The terms "online" or "distance education" as used herein refers  
1003 to instruction where the teacher and student are separated by time, distance, or  
1004 both so that face to face communication is absent. The term "course" refers to  
1005 any class offered for credit or otherwise required for a degree. An "online course"  
1006 is further defined as one where 75% or more of the teaching is delivered online.  
1007 An "online program" is defined as one where all of the courses required for a  
1008 degree are offered exclusively through one or more of the above means,  
1009 including those courses that include a physical residency.  
1010

1011 The AAUP-UC and the College are committed to the idea that a distance  
1012 education course shall entail all of the standard practices, procedures, and  
1013 criteria used in traditional classroom courses, including the selection of qualified  
1014 faculty members to teach such courses and the determination of class size.  
1015 Proposed distance education courses must be approved by the Curriculum  
1016 Committee, provided that a proposal to convert in whole or in part a classroom-  
1017 based course that has been offered for more than one-year at the College to a  
1018 distance education course shall be considered by the Curriculum Committee on  
1019 an expedited basis not to exceed the duration of an academic semester.  
1020 Bargaining unit members shall be given the right of first refusal to develop and  
1021 teach online and distance education courses subject to the time periods for  
1022 response established by the relevant School Dean.

1023  
1024 Use of all online and distance education learning materials shall be governed by  
1025 Section 8.16.

1026  
1027 In the event a faculty member leaves the College, the College shall have an  
1028 irrevocable, non-exclusive, non-transferable and royalty-free license to use such  
1029 member's online course materials for the remainder of the semester in which the  
1030 member leaves and the next twelve (12) months.

1031  
1032 A faculty member who, for the first time for Utica College, receives training in  
1033 distance learning technology, develops a distance education course and teaches  
1034 that course shall be paid, in the semester in which the course is taught and in  
1035 addition to his or her normal course compensation, a stipend in the amount of  
1036 \$3,500. For the next three (3) distance education courses that were so  
1037 developed and are taught, the faculty member shall be paid, in the semester in  
1038 which the course is taught and in addition to his or her normal compensation, a  
1039 stipend of \$750. While faculty members are free to consider appropriate courses  
1040 in a distance education format, they shall be required to teach in a distance  
1041 education format only pursuant to existing program requirements and when  
1042 provided with adequate technical training and/or support. The foregoing stipends  
1043 may be discontinued after the 2012-2013 academic year at the option of the  
1044 College, provided that any online courses that were approved prior to any  
1045 discontinuance shall be paid at the agreed upon rate

1046  
1047 Bargaining unit members may offer appropriate courses in an online or distance  
1048 education format. Bargaining unit members shall not be required to offer courses  
1049 in such format or develop online or distance learning components or courses  
1050 unless in the course of the recruitment process the job description for the position  
1051 ultimately obtained by such member so requires. Bargaining unit members who  
1052 are not required to participate in online programs shall not be evaluated  
1053 negatively for not participating, provided that such members shall not impede  
1054 such participation by other faculty members.

1055

1056 A bargaining unit member may be allowed, with the approval of the relevant  
1057 School Dean, to substitute an eight-week online and distance education course  
1058 during a regular semester, or during a summer session, for a fall or spring  
1059 teaching obligation. This exchange will be considered as part of regular load and  
1060 will not be eligible for extra compensation. No bargaining unit member who is not  
1061 required to participate in online programs shall be required to substitute online or  
1062 distance learning courses for regular semester or summer courses that are part  
1063 of that member's regular load or be negatively evaluated for not doing so.

1064  
1065 The parties acknowledge that the College administration and the FAC are using  
1066 diligent efforts to develop distance learning evaluations that will conform to the  
1067 generally accepted best practices for assessing faculty performance teaching in  
1068 online and distance education platforms. The College may monitor only the  
1069 required portion of online courses necessary for purposes of determining that the  
1070 course is being taught as provided in the published course and may otherwise  
1071 monitor such courses consistent with monitoring for classroom-based courses.

1072  
1073 Prior to the beginning of any online or distance education course, all bargaining  
1074 unit members teaching online or distance courses shall be provided with  
1075 technical training and equipment if needed and technical support specifically  
1076 designed to enable teaching via online or distance education.

1077

#### 1078 8.16 Intellectual Property

1079

1080 The purpose of this Section is to define the terms and conditions regarding the  
1081 creation, development and use of Intellectual Property (as defined below) Using  
1082 College Resources (as defined below) by the bargaining unit member and the  
1083 College.

1084

1085 Intellectual Property developed without Using College Resources shall be owned  
1086 and controlled solely by its creator(s), and the College shall have no claim of  
1087 ownership to any financial or other benefit derived from that Intellectual Property.

1088

1089 Definitions: "Using College Resources" shall mean the involvement of College  
1090 support, including the use of any College funding directly related to  
1091 the professional project, or College property or personnel, beyond  
1092 that customarily made available to bargaining unit members  
1093 generally in discharging their academic responsibilities of service,  
1094 teaching and research.

1095

1096 "Intellectual Property" shall mean any matter capable of being  
1097 patented, copyrighted or trademarked, including but not limited to  
1098 books, texts, articles, monographs, glossaries, bibliographies, study  
1099 guides, laboratory manuals, syllabi, tests and work papers,  
1100 lectures, musical and/or dramatic compositions, unpublished  
1101 scripts, films, filmstrips, charts, transparencies, other visual aids,

1102 video and audio tapes and cassettes, computer programs,  
1103 software, courseware, web pages, live video and audio  
1104 broadcasts, programmed instructional materials, drawings,  
1105 paintings, sculptures, photographs and other works of art, devices,  
1106 inventions, techniques, useful processes, and discoveries.  
1107 Intellectual Property shall be deemed created whenever it is first  
1108 fixed in some tangible form, including but not limited to notes,  
1109 sketches, drawings, recorded results of research or experiments,  
1110 computer code or records, web pages, or any other tangible  
1111 embodiment including, but not limited to, online writings or images.  
1112

1113 “Copyright” shall mean that bundle of rights that protect original  
1114 works of authorship fixed in any tangible medium of expression,  
1115 now known or later developed, from which they can be perceived,  
1116 reproduced, or otherwise communicated, either directly or with the  
1117 aid of a machine or device.  
1118

1119 “Works of authorship” shall include, but not be limited to, literary  
1120 works; musical works, including any accompanying words; dramatic  
1121 works, including any accompanying music; pantomimes and  
1122 choreographic works; pictorial, graphic, and sculptural works  
1123 (photographs, prints, diagrams, models, and technical drawings);  
1124 motion pictures and other audiovisual works; sound recordings;  
1125 software; computer programs, courseware and architectural works.  
1126

1127 “Tangible media” shall include, but not be limited to, books,  
1128 periodicals, manuscripts, phonorecords, films, tapes, computer  
1129 records, and disks.  
1130

1131 “Educational purposes” shall mean that the following criteria have  
1132 been satisfied: (1) College control over all academic affairs; (2) use  
1133 is consistent with College mission; and (3) use is consistent with  
1134 College’s tax-exempt status.  
1135

1136 “Patent” shall mean that bundle of rights that protect inventions  
1137 which constitute any new and useful process, machine,  
1138 manufacture, or composition of matter, or any new and useful  
1139 improvement thereof; new and ornamental designs for any useful  
1140 article and plant patents being for the asexual reproduction of a  
1141 distinct variety of plants, including cultivated sprouts, mutants,  
1142 hybrids, and new found seedlings, other than a tuber propagated  
1143 plant or plant found in an uncultivated state.  
1144

1145 “Trademark” shall mean any word, name, or device, or any  
1146 combination, used, or intended to be used, in commerce to identify  
1147 and distinguish the goods of one manufacturer or seller from goods

1148 manufactured or sold by others, and to indicate the source of the  
1149 goods.

1150  
1151 “Works for Hire” or “Special Assignment” shall mean Intellectual  
1152 Property that is part of or is the result of a project officially assigned  
1153 to a bargaining unit member, other than a member’s normal duties.

1154  
1155 “Sponsored Research” shall be understood to apply to Intellectual  
1156 Property that is produced with the sponsorship of one or more third  
1157 parties, such as corporations, foundations or governmental  
1158 agencies.

1159  
1160 Ownership The parties recognize that the ownership (and its associated rights)  
1161 of Intellectual Property developed or created by a bargaining unit  
1162 member shall be as provided in this Article except to the extent it is  
1163 inconsistent with applicable law. Notwithstanding any other  
1164 provision of this Article, the College shall have a nonexclusive,  
1165 nontransferable, royalty-free license to use all Intellectual Property  
1166 (other than Publishable Materials (as defined below) and patents  
1167 covered by the terms and conditions set forth in “Commercialization  
1168 of Patents and Allocation of Revenue” below) created by a  
1169 bargaining unit member for educational purposes, and including but  
1170 not limited to teaching, training, scholarship, research, and  
1171 administration of College programs and including use in connection  
1172 with arrangements between the College and one or more third  
1173 parties under which the College retains control over course syllabi,  
1174 course content, course curriculum and related academic and  
1175 accreditation matters. In the event that the College exercises its  
1176 right to license Intellectual Property as provided in the immediately  
1177 preceding sentence, it shall provide the relevant bargaining unit  
1178 member, with a copy to the AAUP-UC, with notice of its exercise of  
1179 such right in relation to the particular Intellectual Property and  
1180 afford the member an opportunity to request attribution of such  
1181 Intellectual Property. If such member has not responded  
1182 affirmatively to the notice and opportunity for attribution within thirty  
1183 (30) days after the date of notice from the College, attribution shall  
1184 be conclusively presumed not to have been desired by such  
1185 member.

1186  
1187 Patentable Intellectual Property developed Using College  
1188 Resources shall be jointly owned by the creator(s) and the College  
1189 subject to applicable Federal law and the provisions of this Article.

1190  
1191 Subject to the second sentence of the first paragraph in this  
1192 subsection “Ownership” the College assigns all rights of ownership  
1193 of course materials developed by a bargaining unit member Using

1194 College Resources and used in the teaching of courses to such  
1195 member, which materials shall include syllabi, notes, assignments,  
1196 tests and other materials associated with the development and  
1197 teaching of courses. The College may also use such course related  
1198 materials for internal instructional education and administrative  
1199 purposes, including satisfying requests of accreditation or  
1200 regulatory agencies for faculty authored syllabi and course  
1201 descriptions. In the event a faculty member leaves the College, he  
1202 or she shall continue to own course materials, unless otherwise  
1203 specified in a contract or letter of agreement, except that the  
1204 College shall have an irrevocable, non-exclusive, royalty-free  
1205 license to use these materials for educational purposes for the  
1206 remainder of the semester in which the member leaves plus six (6)  
1207 months.

1208  
1209 Traditional academic work that is copyrightable such as lecture  
1210 notes and courseware, books, and articles, is not normally treated  
1211 as special assignments or works for hire. Except for Works for Hire  
1212 or Special Assignments, Publishable Materials are the property of  
1213 the creator, who in his or her sole discretion shall determine  
1214 whether, how and under what terms such works are to be  
1215 disseminated.

1216  
1217 The College and a bargaining unit member may enter into an  
1218 agreement for a Work for Hire or Special Assignment. Such  
1219 Agreement shall be in writing. A bargaining unit member shall have  
1220 the right to consult with a representative from the AAUP-UC when  
1221 negotiating such an agreement.

1222  
1223 It is agreed that certain publishable works (namely scholarly  
1224 writings, such as books and articles; and creative works, such as  
1225 poems, creative writing, paintings, and musical compositions) are  
1226 the property of the creator, who will determine how the works are to  
1227 be distributed and keep any income that they may produce.

#### 1228 1229 Commercialization of Patents and Allocation of Revenue

1230  
1231 In the event that a bargaining unit member develops Intellectual  
1232 Property Using College Resources and both the College and the  
1233 bargaining unit member decide to pursue the commercialization  
1234 (which shall include licensing) to a third party or parties of such  
1235 Intellectual Property by applying for a patent with the U.S. Patent  
1236 and Trademark Office (the “USPTO”), the revenue resulting from  
1237 the commercialization of the Intellectual Property shall be shared by  
1238 the College and the creator as described below. The costs of

1239 applying for and obtaining a patent and bringing such Intellectual  
1240 Property to commercialization shall be borne by the College.

1241  
1242 If a bargaining unit member develops Intellectual Property Using  
1243 College Resources and elects not to apply for a patent with the  
1244 USPTO within two years after such development, the member shall  
1245 promptly notify the College in writing of his or her decision and shall  
1246 assign all rights of ownership and revenue resulting from  
1247 commercialization to the College.  
1248

1249 If a bargaining unit member develops Intellectual Property Using  
1250 College Resources and the College elects not to apply for a patent  
1251 with the USPTO within two years after such development, the  
1252 College shall promptly notify the bargaining unit member in writing  
1253 of its decision and assign all rights of ownership and revenue  
1254 resulting from commercialization to the member.  
1255

1256 A bargaining unit member who develops Intellectual Property  
1257 without Using College Resources shall possess full ownership of  
1258 the Intellectual Property and shall be entitled to all revenue  
1259 resulting from commercialization, but shall bear all costs of  
1260 perfecting its rights, including the costs of applying for, obtaining  
1261 and defending a patent, and commercializing the Intellectual  
1262 Property.  
1263

1264 The net revenue (gross revenue minus the costs of obtaining a  
1265 patent as provided above, license fees, legal fees, administrative  
1266 costs and all expenses related to commercializing the Intellectual  
1267 Property incurred by the College and/or the creator(s)) resulting  
1268 from Intellectual Property shall be divided as follows:  
1269

	First \$10,000	\$10,001-\$100,000	Above \$100,000	
1270				
1271				
1272	Creator	100%	45%	35%
1273	College	0%	55%	60%
1274	Research Fund	0%	0%	5%*

1275  
1276 \*Five percent (5%) of the accumulated net income above the  
1277 \$100,000 level shall be allocated toward a restricted research fund  
1278 in the College's control until such fund reaches \$200,000, at which  
1279 point the College's share of the remaining accumulated net income  
1280 shall increase to 65%.  
1281

1282 The creators' share shall be shared equally among all creators  
1283 unless they agree otherwise. The creators' share shall continue  
1284 even if the creators have left the College unless the creators have

1285 materially breached the terms of any sharing agreement between  
1286 the College and them.

1287

1288

#### Sponsored Research

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#### Cooperation

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#### Resolution of Emerging Issues and Disputes

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The parties recognize that it may be advisable during the term of this Agreement to provide structured consideration of intellectual property issues. To that end, either party may, upon ninety (90) days; prior written notice, request that an Intellectual Property Policy and Rights Committee shall be created for the term of this Agreement as provided in the following four paragraphs.

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An Intellectual Property Policy and Rights Committee shall be composed of three (3) faculty members appointed by the president of the AAUP-UC and three (3) members of the administration appointed by the President or his or her designee exclusive of the President and the Vice President for Financial Affairs. The committee members shall elect a chair each year. At the time of initial appointment or election, each member shall be designated as serving a one or two year term so that the term of at least one bargaining unit committee member and one College administration committee member shall expire each year with replacements being appointed or elected each year. After the first appointment subsequent members shall serve a two-year term, commencing on August 15 and terminating on June 15 of the following year.

1331 Committee members may serve no more than two consecutive  
1332 terms.

1333  
1334 The Committee may monitor and review technological and  
1335 legislative changes affecting Intellectual Property policy and shall  
1336 report to relevant faculty and administrative bodies when such  
1337 changes affect existing policies.

1338  
1339 Disputes over ownership, and its attendant rights, of Intellectual  
1340 Property shall be heard by the Intellectual Property Policy and  
1341 Rights Committee as follows. The committee shall make an initial  
1342 determination concerning competing claims to the Intellectual  
1343 Property in question. The failure of the Committee to arrive at a  
1344 determination shall automatically initiate an arbitration proceeding  
1345 as described below. If either the College or the creator(s) disagree  
1346 with the determination of the committee either party may appeal to  
1347 binding arbitration in accordance with the following procedures.

1348  
1349 The selection of the arbitrator shall be from the Intellectual Property  
1350 Roster of the American Arbitration Association and the procedures  
1351 for the formal proceedings shall follow the American Arbitration  
1352 Association’s commercial arbitration rules then in effect. The party  
1353 seeking arbitration must notify the other party in writing within ten  
1354 (10) working days of the committee’s decision of its intention to  
1355 pursue arbitration. The decision of the arbitrator shall be final and  
1356 binding to both parties. The arbitrator shall have no power to add  
1357 to, subtract from, or change any provision of this Agreement, nor  
1358 shall he or she have the power to imply any obligation not expressly  
1359 set forth in this Agreement. The fees and expenses of the arbitrator  
1360 shall be shared equally by the College and the AAUP-UC.

1361  
1362

1363 8.17 Non-Tenure Eligible Faculty

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1365

**1. Appointment and Reappointment**

1366  
1367

A) No bargaining unit member on a non-tenure track is eligible for tenure.

1368  
1369

B) Full-time non-tenure eligible faculty in their first position may be appointed for a term of 1, 2, or 3 years; subsequent appointments and reappointments shall be for at least a 3-year term. Subsequent appointments and reappointments may be made at the discretion of the Provost. Any Visiting Professor who receives one or more appointments that exceed two consecutive years shall become a non-tenure eligible faculty member.

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1376 Should the College convert a non-tenure eligible faculty position to a tenure track  
1377 position, the affected non-tenure eligible faculty member may apply for the tenure  
1378 track position. If the affected non-tenure eligible faculty member does not receive  
1379 the tenure track position, the non-tenure eligible faculty member shall have the  
1380 right to complete the term of the non-tenure eligible faculty member's  
1381 appointment.

1382  
1383 C) Non-tenure eligible faculty shall be appointed as an Instructor, Assistant  
1384 Professor, Associate Professor, Professor, or a Professor of Practice as  
1385 appropriate.

1386  
1387 D) Non-tenure eligible faculty shall be reviewed annually by the appropriate School  
1388 Dean. A written evaluation shall be provided and available for review by the  
1389 faculty member in accordance with Article 12.

1390  
1391 E) The recommendation of the Provost and the President to renew or not to renew  
1392 an appointment is the responsibility of the non-tenure eligible faculty member's  
1393 School Dean. The renewal is subject to the approval of the Provost and the  
1394 President. In cases where non-renewal is recommended, the affected faculty  
1395 member shall have the right to present his or her case in person to the Provost  
1396 and the President if he or she has provided in writing to the appropriate offices,  
1397 no later than ten (10) working days after the notification of intention not to  
1398 recommend renewal, notice of his or her intention to appeal the recommendation.  
1399 The affected faculty member shall have the right to request the assistance of  
1400 another bargaining unit member in presenting his or her case to the Provost and  
1401 the President.

1402  
1403 Notice of intention not to recommend renewal shall be in writing and shall  
1404 precede any notice of renewal by 30 days and shall contain the reasons  
1405 therefore. Notice of renewal or non-renewal shall be given in writing in  
1406 accordance with the following time frames: (1) At least 90 days before the  
1407 expiration of a one year appointment; (2) no later than 180 days before the end  
1408 of a two year appointment; or (3) at least twelve months before the expiration of  
1409 an appointment after two or more years of service. Notice of renewal, non-  
1410 renewal, or intention not to recommend renewal shall be copied to the AAUP-UC,  
1411 in keeping with the time frames indicated above.

1412  
1413 F) For discipline and discharge, non-tenure eligible faculty are subject to the  
1414 provisions in Section 8.10, 11.1, 15.1, and 15.2.

1415  
1416 G) Non-tenure eligible appointment and reappointment letters shall refer the  
1417 appointees to Section 8.17 of the Collective Bargaining Agreement.

1418  
1419 **2. Duties**

1420 A) Non-tenure eligible faculty shall be required to fulfill the duties listed in 8.13.  
1421

1422 To be a bargaining unit member, full-time non-tenure eligible faculty members shall  
1423 have more than 12 contact hours in each calendar year of his/her non-tenure eligible  
1424 employment, not including overloads and summer teaching.  
1425

1426 B) Non-tenure eligible faculty may not serve on the Faculty Affairs Committee, the  
1427 Faculty Resources Committee, or the Professional Development Committee.  
1428

1429 **3. Conversion to Tenure Track**

1430 A) The conversion of a non-tenure track position to a tenure track position will occur  
1431 at the sole discretion of the College.  
1432

1433 B) Whenever a non-tenure eligible faculty position is converted to a tenure track  
1434 position, an open search will be conducted and the incumbent in the non-tenure  
1435 eligible faculty position may apply for the tenure track position.  
1436

1437 C) A non-tenure eligible faculty member who is a successful candidate for a tenure  
1438 track position may apply up to a maximum of three (3) years of full-time service in  
1439 the non-tenure eligible position towards his or her tenure calendar, subject to  
1440 language in Section 8.1 of this Agreement.  
1441

1442 **8.18 Work Preservation**

1443  
1444 A) Only under exceptional circumstances, and then only with the approval of the  
1445 department chair, school dean, and Provost, may non-bargaining unit members  
1446 teach more than nine (9) contact hours in a given semester.  
1447

1448 B) Within two weeks after the tentative schedule for a teaching session has been  
1449 circulated in the Departments, bargaining unit members shall indicate, in writing,  
1450 to the Chair their interest in teaching assignments. Qualified bargaining unit  
1451 members who have expressed such an interest have the right of first refusal (up  
1452 to a three contact hour overload per session) before such courses are offered to  
1453 non-bargaining unit members. In cases where more than one academic session  
1454 occurs within the time frame of a semester (as in the case of D1 and D2 8-week  
1455 sessions), only one right of first refusal need be extended to a bargaining unit  
1456 member per semester.  
1457

1458 C) Acknowledging that the student experience is generally enhanced by students  
1459 having as many of their courses as possible taught by full-time, and especially  
1460 tenured and tenure-track, members of the faculty, and that the College's stability  
1461 and quality as an academic institution is enhanced by a substantial and stable  
1462 cadre of tenured and tenure-track faculty members, the College will make a good  
1463 faith effort, by the end of this Agreement, to increase the total number of course  
1464 sections taught at the College by tenured and tenure-track faculty members by  
1465 three (3) percentage points over the 2014-2015 academic year, and to increase  
1466 the total number of course sections taught at the College by bargaining unit  
1467 members by three (3) percentage points over the 2014-2015 academic year.

1468 Notwithstanding anything herein to the contrary, exigent circumstances shall be  
1469 taken into account when considering the College’s good faith effort under this  
1470 provision. During the last semester of this Agreement, the College Provost will  
1471 address the Faculty Senate regarding the progress made on this subsection.  
1472

1473 D) It is not the intent of the College or the AAUP-UC to accomplish provision C,  
1474 above, by general increase in class size of the courses offered by the College.  
1475 Class size limits will be established first and foremost for pedagogical purposes  
1476 and are subject to the process of consultation and advice detailed in Section  
1477 8.13(c) of this Agreement.  
1478

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1481 9. LIBRARIANS

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9.1 Appointments

1485 All appointments to the position of librarian shall be made by the President on the  
1486 recommendation of the Director of Library. A search committee of three will be  
1487 created from the professional staff to assist and recommend candidates to the  
1488 Director of Library for appointment to open positions.  
1489

1490 The probationary period, equal to the first three years of employment, shall afford  
1491 librarians time to prove themselves and afford their colleagues time to observe  
1492 and evaluate the librarians on the basis of performance in their position rather  
1493 than only on the basis of education, training, and recommendations. The first  
1494 three years of employment are recognized as the probationary period. If the first  
1495 year of employment involves an appointment that begins after October 15, that  
1496 year shall not count toward the three year probationary period.  
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1499

9.2 Renewal of Appointments

1500 The recommendation to the Provost to renew or not renew an appointment prior  
1501 to granting of continuous appointment is the prerogative of the Director of Library  
1502 in consultation with the librarians holding continuous appointment in a meeting  
1503 called for that purpose. The recommendation shall be subject to the approval of  
1504 the Provost. In cases where non-renewal is recommended, the librarian shall  
1505 have the right to present his or her case in person to the Director of Library, if he  
1506 or she has provided in writing to the appropriate offices, no later than ten (10)  
1507 working days after notice of non-renewal of appointment, notice of his or her  
1508 intention to appeal the recommendation. The affected librarian shall have the  
1509 right to request the assistance of another bargaining unit member in presenting  
1510 his or her case to the Director of Library.  
1511

1512 Notice of non-reappointment, or of intention not to recommend reappointment,  
1513 shall be given in writing in accordance with the following standards:

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- Not later than March 1 of the first year of service, if the appointment expires at the end of that fiscal year.
- Not later than December 15 of the second year of service, if the appointment expires at the end of that fiscal year.
- At least twelve months before the expiration of an appointment after two or more years of service.

### 9.3 Continuous Appointment

#### **Eligibility**

Librarians are eligible for continuous appointment after successful completion of the three (3) year probationary period. A librarian may apply for continuous appointment concurrent with or independent of a promotion application.

#### **Procedure**

Librarians under consideration for continuous appointment are responsible for updating their Summary of Professional Activities Form and submitting to the Director of Library any additional material that they think may help in consideration of their professional circumstances. The Director of Library shall call a meeting of the librarians holding continuous appointment to discuss the qualifications of the candidates who are being considered.

When there are fewer than three librarians with continuous appointment, the Director of Library may appoint a maximum of two (2) voting representatives to this meeting. The recommendation emerging from that meeting shall be forwarded to the FAC. The Director of Library shall also submit an independent recommendation to the FAC. To facilitate its deliberations the FAC may also receive relevant materials submitted by the librarian under consideration and any other materials deemed necessary by the FAC.

The FAC shall recommend approval or denial of continuous appointment for the librarian under consideration to the Director of Library and the Provost. In the event of an irreconcilable disagreement, the recommendations of the FAC, the Director of Library and the Provost shall be forwarded to the President for his or her consideration. The decision to grant continuous appointment shall ultimately be the prerogative of the President and the Board of Trustees of the College and shall be final and binding and not subject to appeal. A candidate will be notified in writing by the Director of Library of the grant or denial of continuous appointment.

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**Criteria**

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

Evaluation categories will be as follows:

**Librarianship:**

The librarian under consideration should possess expertise and active interest in collection development, organization of knowledge, reference, instruction, systems or information management. Evaluation shall be most strongly weighted on the librarian’s performance of the foregoing functions and how they support the teaching and research mission of the College and its faculty.

**Professional Accomplishment:**

The librarian under consideration should show clear evidence of participation in professional activities in areas including, but not limited to, library consortia and network development, computer applications, academic librarianship, professional organizations and awards and honors.

**Service:**

The librarian under consideration should show clear evidence of meritorious service to librarianship, the College, and the community at large. Service in the AAUP-UC shall be recognized as one form of such service.

9.4 **Promotion**

Librarians under consideration for promotion are obliged to follow the steps delineated in the “Candidate Responsibilities” section of the document entitled “Reference (Advising Document) for the Promotion of Librarians” as then in effect. The above-mentioned document shall be made available to the librarian in accordance with the procedure outlined by the FAC therein.

The Director of Library shall request a current Summary of Professional Activities from the librarian under consideration, which the Director of Library shall review prior to submission to the FAC. The Director of Library shall call a meeting of the librarians holding continuous appointment to discuss the qualifications of the librarian considered for promotion. When there are fewer than three librarians holding continuous appointment, the Director of Library may appoint a maximum of two (2) voting representatives to this meeting. The recommendation emerging from that meeting shall be forwarded to the FAC. The Director of Library shall also submit an independent recommendation to the FAC.

The FAC shall recommend approval or denial of promotion for the librarian to the Provost, and the decision of the Provost shall be final and binding and not

1606 subject to appeal. A candidate shall be notified in writing by the Director of  
1607 Library of the award or denial of promotion.

1608  
1609 Education: The Masters of Library Studies shall be considered the terminal  
1610 degree for librarians. Lack of an additional degree shall not preclude librarians  
1611 from consideration for promotion provided they have the other prerequisites listed  
1612 below.

1613  
1614 Time in rank: To be considered for promotion in rank:

- 1615
- 1616     ▪ from Librarian I to Librarian II, librarians shall have completed no less than
- 1617     two years in the rank of Librarian I; and
- 1618
- 1619     ▪ from Librarian II to Librarian III, librarians shall have completed no less
- 1620     than three years in the rank of Librarian II.
- 1621

1622 A librarian shall not be entitled to promotion merely because of length of service.  
1623 Accomplishment and not time in rank is the essential criterion. The evaluation  
1624 categories are the same as those used for evaluating librarians for continuous  
1625 appointment.

1626  
1627 9.5 Procedures for Appeal

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1629 Librarians under consideration for promotion or continuous appointment who do  
1630 not receive a positive recommendation from the FAC or the Director of Library  
1631 shall have the right to request reconsideration by the FAC (other than for appeals  
1632 pertaining to procedure, which shall be governed by Section 7.2 of this  
1633 Agreement). The request for reconsideration shall be made in writing and  
1634 forwarded to the Provost and the Chair pro tempore of the FAC within ten (10)  
1635 working days of the receipt of written notification of the negative  
1636 recommendation. The burden of proof rests with the librarian. The librarian shall  
1637 have the right to present his or her case with the assistance of a bargaining unit  
1638 member of his or her choosing. The reconsideration shall commence within  
1639 fourteen (14) working days after receipt of the written request for reconsideration.

1640  
1641 In the case of an appeal related to continuous appointment, the librarian who is  
1642 not satisfied with the outcome of his or her reconsideration shall have the right to  
1643 present objections to the President with the assistance of a bargaining unit  
1644 member of his or her own choosing. In the event the President is unable to  
1645 render a final decision because of a conflict of interest or for any other reason,  
1646 the President shall designate a person to act in his or her place. The decision of  
1647 the President or his or her designee shall be final and binding and not subject to  
1648 appeal to the Board of Trustees.

1649

1650 Matters involving continuous appointment, promotion, and reappointment are not  
1651 subject to the grievance procedures outlined in Section 16 unless they pertain to  
1652 procedural irregularities.

1653

1654 9.6 Reduction of Staff

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1656 In the event of a Retrenchment (as defined in Section 15.1) involving reduction in  
1657 librarian staff, the librarian with the shortest period of service shall be affected  
1658 first, provided that the more senior librarian succeeding to the work of the  
1659 affected librarian has the skill and ability to perform the required work.

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1661 9.7 Vacation and Compensatory Leave

1662

1663 Librarians shall accrue twenty (20) days of vacation per fiscal year, prorated if  
1664 necessary from the start date of employment plus a cap of seven (7) days  
1665 accrued leave to be taken during break periods. Vacation shall be taken at the  
1666 mutual convenience of the librarian and the immediate supervisor of that librarian  
1667 and may not be carried over to the following fiscal year. Compensatory leave will  
1668 be available if a librarian works for an extended period beyond scheduled hours  
1669 or works during off-hours by reason, for example, of extended library hours  
1670 during the examination period.

1671

1672 9.8 Alternative Work Schedules

1673

1674 A librarian shall have the option of adopting an alternative weekly work schedule  
1675 when such a schedule does not adversely impact library operations and has  
1676 been approved by the librarian's immediate supervisor.

1677

1678 9.9 Librarian Emeritus Status

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1680 Upon recommendation of both the librarians holding continuous appointment,  
1681 and the Director of Library, the FAC may recommend to the Provost that a retired  
1682 librarian be granted the honor of emeritus status. The decision to grant emeritus  
1683 status is ultimately the prerogative of the President and the Board of Trustees.

1684

1685 1. To be eligible for emeritus consideration, a librarian should have a minimum  
1686 of ten (10) years of service at the College, be an employee in good standing  
1687 (i.e., not subject to current or pending probation or other disciplinary  
1688 measures) and have submitted to the Provost and the President a written and  
1689 irrevocable declaration of retirement.

1690

1691 2. In the case of a librarian having fifteen (15) years in rank and the positive  
1692 recommendation of librarians holding continuous appointment, the Director of  
1693 Library, and the Provost, the FAC may recommend a terminal promotion at  
1694 the time emeritus status is recommended. The decision to grant a terminal

1695 promotion with emeritus status shall ultimately be the prerogative of the  
1696 President.

1697  
1698 3. Upon granting of emeritus status, the librarian shall be entitled to use his or  
1699 her College title with the emeritus designation, receive free use of the College  
1700 library and recreational facilities, and enjoy the prevailing faculty discount at  
1701 the College bookstore and applicable to College intercollegiate sports.

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1704 10. HEOP PERSONNEL

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1706 10.1 Appointments

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1708 All appointments of HEOP staff shall be made by the President on the  
1709 recommendation of the Provost. The first full year of employment shall be  
1710 recognized as the probation period. Upon satisfactorily completing the probation  
1711 period the HEOP staff member shall be informed in writing whether or not he or  
1712 she has been granted a continuous appointment. During the probation period  
1713 the HEOP staff member who has been judged not to meet the requirements of  
1714 the position may be terminated upon thirty (30) days prior written notice.  
1715 Employees with more than one year of service shall be granted three months  
1716 notice of termination except in the case of dismissal for just cause.

1717

1718 10.2 Reductions in Staff

1719

1720 In the event of a Retrenchment (as defined in Section 15.1), the HEOP staff  
1721 member with the shortest service period shall be affected first, provided that the  
1722 more senior staff member succeeding to the work of the affected staff member  
1723 has the skill and ability to perform the required work.

1724

1725 10.3 Vacation

1726

1727 HEOP staff members shall accrue twenty (20) days of vacation per fiscal year,  
1728 prorated if necessary from the start date of employment plus a cap of seven (7)  
1729 days accrued leave to be taken during break periods. Vacation shall be taken at  
1730 the mutual convenience of the staff member and the immediate supervisor of that  
1731 staff member and may not be carried over to the following fiscal year.

1732

1733

1734 11. PROGRESSIVE DISCIPLINE

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1736 11.1 Progressive discipline is a system designed to detect and resolve performance  
1737 and/or behavior problems. Such performance and/or behavioral problems  
1738 include, but are not limited to, harassment and/or abuse of students, faculty or  
1739 staff; violations of reasonable College policies; plagiarism or other forms of  
1740 academic misconduct; ethical misconduct; and dereliction of academic or

1741 professional duties. Such a system ideally shall provide a structure for the  
1742 College, acting principally through the School Dean in the case of faculty  
1743 members and the Director of Library in the case of librarians (including, where  
1744 necessary or appropriate, the Provost and a bargaining unit member to work  
1745 closely and systematically together on such performance and/or behavior  
1746 problem), and the Director of the HEOP, in the case of HEOP staff. Progressive  
1747 discipline includes, but is not limited to, verbal warnings, written warnings,  
1748 assignment to other duties, suspension and dismissal. The College shall have  
1749 the sole right to determine the response to any such problem, including but not  
1750 limited to immediate suspension or dismissal based on the severity of the  
1751 problem, subject to the procedures established in 8.10 and subject to the  
1752 grievance and arbitration procedures set forth in this Agreement. Should the  
1753 College determine that dismissal is warranted, the College shall pay or continue  
1754 tuition benefits for the bargaining unit member's dependents who are accepted  
1755 and approved for tuition benefits at the time of the termination, until the grievance  
1756 and arbitration procedures are resolved, not including any Court challenge to an  
1757 Arbitrator's decision.  
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## 1760 12. PERSONNEL FILES

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1762 12.1 The College shall maintain one official personnel file on each bargaining unit  
1763 member in the office of Human Resources, provided that the Office of the  
1764 Provost, having a need to know, may also maintain unofficial physical or  
1765 electronic copies of appropriate portions of such files while taking reasonable  
1766 precautions to protect against unauthorized disclosure. However, all materials  
1767 related to promotion, tenure, and other faculty member accomplishments will be  
1768 maintained in files stored in the Office of the Provost, with copies of all  
1769 correspondence that communicates decisions regarding promotion and tenure  
1770 placed in the official personnel file that is maintained in the Office of Human  
1771 Resources.  
1772

1773 12.2 Each bargaining unit member shall have the right to review all contents, including  
1774 all work performance evaluations, in his or her Provost file, School file or  
1775 Supervisory file (as appropriate), and official personnel file, dating from the first  
1776 day of employment. Such review shall be carried out at a reasonable time and on  
1777 an appointment basis in the presence of the Provost or his or her designee or, in  
1778 the case of an official personnel file, by the Vice President of Human Resources  
1779 and Personnel Development or his or her designee. If, in the opinion of the  
1780 bargaining unit member, the file contains erroneous or irrelevant information the  
1781 member may request the removal of the information. If the matter is not resolved  
1782 to the satisfaction of the bargaining unit member, the member shall have the right  
1783 to reduce his or her objections or suggested corrections to writing for inclusion as  
1784 part of the file.  
1785

1786 12.3 Persons having access to bargaining unit member files shall be limited to the  
1787 President and to his or her designee(s) only on a need to know basis and only if  
1788 access is relevant in light of the designee’s duties and responsibilities.  
1789

1790 12.4 The changed designation of the official personnel file to that which is maintained  
1791 by the Office of Human Resources was agreed to by the College and the AAUP-  
1792 UC during negotiations for the successor to the 2011-2015 collective bargaining  
1793 agreement. This changed designation does not limit the traditional use of the  
1794 Provost file, School file, or Supervisory file for personnel decision making (e.g.,  
1795 tenure, promotion, discipline, etc.).  
1796

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1798 13. PROFESSIONAL AND OUTSIDE ACTIVITIES  
1799

1800 13.1 Professional activities of bargaining unit members are generally understood to  
1801 encompass efforts designed to enhance professional stature and  
1802 accomplishment. Teaching, research, writing and publishing, conduct of and  
1803 participation in meetings of learned societies and professional associations,  
1804 conduct of and participation in seminars, conferences, and workshops shall be  
1805 included in professional activities encouraged by the College. Performance and  
1806 promotion of professional activities by the member shall be a departmental  
1807 interest and the responsibility of the School Dean and the Provost. Bargaining  
1808 unit members may perform outside services for remuneration during the  
1809 academic year, provided that such services shall not be performed at times or in  
1810 a manner that will likely conflict with his or her College duties and responsibilities  
1811 and the services do not present a conflict of interest with, or opposition to, the  
1812 interests of the College, provided further, that such members make it clear to the  
1813 third party to which they provide services that the College is not a party to the  
1814 agreement and the College in no way is responsible or liable for the performance  
1815 or results of such services. Negotiation of any agreement and payment for such  
1816 services is a matter between the third party and the bargaining unit member only  
1817 and shall not implicate the College in any way.  
1818

1819 Prior to undertaking any such outside services, the bargaining unit member shall  
1820 seek approval of the Provost by providing generic written notice to the Provost  
1821 describing the anticipated nature, scope and extent of such services. The  
1822 Provost will review the information and confer with the bargaining unit member.  
1823 Provost approval shall not be unreasonably denied. Should the Provost deny  
1824 approval, the reasons for such denial shall be promptly presented to the  
1825 bargaining unit member in writing, with a copy provided to the AAUP-UC.  
1826 Approval will not be denied unless the Provost judges that the outside activity will  
1827 interfere with a bargaining unit member’s College duties and responsibilities or is  
1828 a conflict of interest with, or is in opposition to, the interests of the College.  
1829

1830 If the Provost does not approve the request, and the bargaining unit member  
1831 disagrees with that decision, the bargaining unit member may appeal to the

1832 Hearing Committee in accordance with Section 7.2 of this Agreement. While the  
1833 Hearing Committee considers the matter, the bargaining unit member may  
1834 perform such outside services unless the basis of the denial of approval is a  
1835 conflict of interest with the College. If the Provost withdraws his or her approval  
1836 under this Section, the bargaining unit member may appeal such withdrawal to  
1837 the Hearing Committee in accordance with Section 7.2 of this Agreement.  
1838

1839 If the Hearing Committee reviews the matter and determines that the Provost's  
1840 denial was erroneous, the bargaining unit member may proceed to perform such  
1841 outside services. If the Hearing Committee upholds the denial of the Provost, the  
1842 bargaining unit member may not perform such services.  
1843

1844 If the Hearing Committee determines that such services would not conflict with  
1845 this Section 13.1, the College retains the right to address, through the disciplinary  
1846 procedures of this Agreement, any conflict with this Section 13.1 that arises  
1847 following the Hearing Committee's determination. Similarly, if, following the  
1848 bargaining unit member's notification to the Provost (see above), the Provost  
1849 determines, based on the then available information, that a conflict with this  
1850 Section 13.1 would not exist, the College retains the right to address, through the  
1851 disciplinary procedures of this Agreement, any conflict with this Section 13.1 that  
1852 subsequently arises. Any disciplinary action pursuant to this Section must be for  
1853 just cause and is subject to the grievance procedures in Article 16.  
1854

1855 Nothing in this contract provision shall limit or infringe on a bargaining unit  
1856 member's academic freedom or right to engage in protected concerted activity  
1857 under the National Labor Relations Act.  
1858

1859 13.2 The President may, in his or her sole discretion, grant additional funds to support  
1860 participation in the program of an approved professional conference by a  
1861 bargaining unit member, to assist in defraying other expenses incurred by  
1862 members in the performance of their professional activities, to provide retraining  
1863 in new areas of professional expertise, and to support applications for research  
1864 project awards or grants and/or the development of new courses and programs.  
1865

1866  
1867 14. ASSOCIATION RIGHTS  
1868

1869 14.1 The College shall furnish a bulletin board to be located on the second floor of  
1870 Addison Miller White Hall for use by the AAUP-UC and shall furnish adequate  
1871 office space for the AAUP-UC. Bulletin boards shall also be made available for  
1872 use by the AAUP-UC in the Economic Crime and Justice building, Romano Hall,  
1873 the Frank E. Gannet Memorial Library, and other College branch locations not  
1874 located on the Burrstone Road campus. The College shall make reasonable  
1875 efforts to continue parking benefits without cost at all areas where bargaining unit  
1876 members work (excluding fines for parking violations), secretarial services,  
1877 duplicating facilities, dining facilities and reasonable use of other College facilities

1878 for AAUP-UC purposes on a reservation basis, it being understood that the  
1879 AAUP-UC shall bear all costs and expenses for labor or supplies expended on  
1880 AAUP-UC matters. The College will provide a link on the College webpage(s) to  
1881 the Utica College/AAUP-UC collective bargaining agreement.  
1882

1883

1884 15. REDUCTIONS IN FORCE

1885

1886 15.1 In the event of a reduction in academic offerings, elimination of programs, and/or  
1887 financial exigency, which will result in the reduction of bargaining unit members  
1888 (any such event being a “Retrenchment”), the following procedures shall apply.  
1889 When feasible, the process of natural attrition shall be used to achieve the  
1890 Retrenchment. If the Retrenchment cannot be accomplished by natural attrition  
1891 bargaining unit members shall be given the opportunity and a reasonable period  
1892 of time not to exceed sixty (60) days, to reach voluntary agreement among  
1893 themselves as to the order of Retrenchment. If the Retrenchment is not  
1894 accomplished in the time frame referred to above, part-time professional  
1895 employees in the same fields or areas of work as affected bargaining unit  
1896 members shall be laid off first, followed by non-tenured or non-continuous  
1897 appointment bargaining unit members, and then followed by tenured or  
1898 continuous appointment bargaining unit members.  
1899

1900

1901 15.2 The Retrenchment procedures outlined above shall be carried out in the order of  
1902 seniority, provided that the bargaining unit member who is retained has the  
1903 experience and academic qualifications to teach the courses and programs  
1904 previously taught by the affected bargaining unit member (except in the case of  
1905 elimination of a complete program or academic offering). In the event that  
1906 academic offerings or programs are reinstated within three (3) years after their  
1907 termination as part of the Retrenchment, the affected bargaining unit members in  
1908 such academic offering or program with the most seniority shall be given an  
1909 opportunity to be recalled first, and any subsequent recalls shall be in the reverse  
1910 order of layoff. Any recalled bargaining unit member shall return to his or her  
1911 previous rank, seniority and compensation and benefits at the time of layoff with  
1912 any negotiated changes. Time spent on layoff will not be counted toward the  
1913 bargaining unit member’s seniority or tenure-track service as provided in Section  
1914 8.3. Any bargaining unit member on layoff is responsible for providing the  
1915 College with his or her current mailing address and telephone number.  
1916

1917

1918 16. GRIEVANCE PROCEDURE

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1920 16.1 A grievance shall be any matter involving interpretation or application of this  
1921 Agreement (with the exception of matters dealing with granting of tenure, renewal  
1922 and non-renewal, or promotions, which are covered in Article 8) and shall be  
1923 subject to the following procedure:

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- Step 1 A grievance may first be raised informally and orally by the affected bargaining unit member, with or without AAUP-UC representation, as such member determines, with the appropriate College official(s) within fifteen (15) working days of the incident giving rise to the grievance or within fifteen (15) working days of the date that the affected member has knowledge of the incident, if later.
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- Step 2 If the grievance is not resolved in Step 1 or the grievant did not raise it in Step 1, the grievant shall present the matter in writing through the AAUP-UC Grievance Officer to the appropriate College official(s) within twenty (20) working days of the grievance or within twenty (20) working days of the date that the grievant has knowledge of the grievance. A meeting shall be held between the College official(s) and the grievant and Grievance Officer within ten (10) working days of the receipt of the written grievance by the College official(s), who shall reply in writing within seven (7) working days of the meeting.
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- Step 3 If the grievance is not resolved in Step 2, the grievant may appeal in writing to a grievance committee (selected by the AAUP-UC Grievance Officer in consultation with the grievant and not exceeding three (3) members of the AAUP-UC) and the President (or his or her designee) for discussion and review in the presence of the grievant. This discussion and review shall occur within ten (10) working days of receipt of the reply referred to in the last sentence of Step 2. The President (or his or her designee) shall reply in writing no later than fifteen (15) working days after the discussion and review meeting.
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- Step 4 If the grievance is not resolved in Step 3, the AAUP-UC may, with the concurrence of the grievant in the case of an individual grievance, submit the matter in writing (copied to the President of the College) to the American Arbitration Association (“AAA”) pursuant to the Voluntary Labor Arbitration Dispute Rules then in effect. The selection of the arbitrator and the procedures for the formal proceedings shall follow the AAA’s Rules. The submission to arbitration shall occur within fifteen (15) working days of the receipt of the President’s reply referenced in the last sentence of Step 3. The decision of the arbitrator shall be final and binding on both parties and not subject to appeal. The arbitrator shall have no power to add to, subtract from, change any provision of this Agreement, or imply any obligation not expressly set forth in this Agreement. No award shall be effective retroactive beyond the date of the grievance. The fees and expenses of the arbitrator shall be shared equally by the

1970 College and the AAUP-UC. Unless the grievance is raised,  
1971 served in writing, proffered, appealed, and submitted to  
1972 arbitration within the time limits set forth in each step above, the  
1973 grievant shall be deemed to have waived his or her right to  
1974 arbitration. The foregoing grievance and arbitration procedures  
1975 shall not be available if the affected bargaining unit member files  
1976 a complaint or initiates an action with any state or federal court,  
1977 agency or administrative body relating to the same incident.  
1978

1979

1980 17. STRIKES AND LOCKOUTS

1981

1982 17.1 During the term of this Agreement there shall be no strike, slowdown, boycott of  
1983 classes, or any other concerted or coordinated acts that interfere with normal  
1984 operation of the College. In the event of a breach of this Article the AAUP-UC  
1985 shall promptly take all reasonable steps to terminate the participation of the  
1986 bargaining unit member(s) participating in such activities. Should any bargaining  
1987 unit member participate in an action prohibited by this Section, the violator(s)  
1988 shall be subject to discipline up to and including termination. The degree of  
1989 discipline shall not be subject to the grievance/arbitration procedure set forth in  
1990 Article 16 but the question of whether the AAUP-UC participated in an act  
1991 prohibited by this Section shall be subject to such procedure. The College shall  
1992 not during the term of this Agreement effect a lockout.  
1993

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1995 18. COMPENSATION

1996

1997 18.1 Salaries

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1999 2015 - 2016 ACADEMIC YEAR

2000 Effective with the starting date of their 2015-2016 appointment, bargaining unit  
2001 members employed prior to March 1, 2015 shall have their annual base salary  
2002 increased by two percent (2.0%) for the 2015-2016 academic year.  
2003

2004

2004 2016 - 2017 ACADEMIC YEAR

2005 Effective with the starting date of their 2016-2017 appointment, bargaining unit  
2006 members employed prior to March 1, 2016, except for HEOP Personnel,\* shall  
2007 have their annual base salary increased by two and one-quarter percent (2.25%)  
2008 for the 2016-2017 academic year.  
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2010

2010 In addition, bargaining unit members, except for HEOP Personnel, will receive a  
2011 fixed sum payment of six hundred dollars (\$600.00) which will be added to their  
2012 base salary in addition to the percentage increase in salary provided for in the  
2013 immediately preceding paragraph.  
2014

2014

2015

2016 2017 - 2018 ACADEMIC YEAR  
2017 Effective with the starting date of their 2017-2018 appointment, bargaining unit  
2018 members employed prior to March 1, 2017, except for HEOP Personnel,\* shall  
2019 have their annual base salary increased by two and one-quarter percent (2.25%)  
2020 for the 2017-2018 academic year.

2021  
2022 In addition, bargaining unit members, except for HEOP Personnel, will receive a  
2023 fixed sum payment of six hundred twenty five dollars (\$625.00) which will be  
2024 added to their base salary in addition to the percentage increase in salary  
2025 provided for in the immediately preceding paragraph.  
2026

2027 2018-2019 ACADEMIC YEAR  
2028 Effective with the starting date of their 2018-2019 appointment, bargaining unit  
2029 members employed prior to March 1, 2018, except for HEOP Personnel,\* shall  
2030 have their annual base salary increased by two and three quarter percent  
2031 (2.75%) for the 2018-2019 academic year.

2032  
2033 In addition, bargaining unit members, except for HEOP Personnel, will receive a  
2034 fixed sum payment of six hundred fifty dollars (\$650.00) which will be added to  
2035 their base salary in addition to the percentage increase in salary provided for in  
2036 the immediately preceding paragraph.  
2037

2038 2019-2020 ACADEMIC YEAR  
2039 Effective with the starting date of their 2019-2020 appointment, bargaining unit  
2040 members employed prior to March 1, 2019, except for HEOP personnel,\* shall  
2041 have their annual base salary increased by three percent (3.0%) for the 2019-  
2042 2020 academic year.

2043  
2044 In addition, bargaining unit members, except for HEOP Personnel, will receive a  
2045 fixed sum payment of six hundred fifty dollars (\$650.00) which will be added to  
2046 their base salary in addition to the percentage increase in salary provided for in  
2047 the immediately preceding paragraph.  
2048

2049 \* Beginning December 1, 2016, and throughout the remaining term of this  
2050 Agreement, HEOP bargaining unit members shall receive \$47,476.00 in annual  
2051 salary or the amount mandated by the U.S. Department of Labor and/or the  
2052 federal government to remain classified as exempt status employees under the  
2053 Fair Labor Standards Act, whichever is greater. An HEOP bargaining unit  
2054 member shall not receive the negotiated increments in this Agreement during the  
2055 term of this Agreement unless such HEOP bargaining unit member's salary on  
2056 November 30, 2016, along with the negotiated increases, would have been  
2057 greater than the salary in the first sentence in this paragraph. At all times during  
2058 this Agreement, HEOP bargaining unit members shall receive no less than the  
2059 regulatory minimum salary to remain exempt employees. Notwithstanding  
2060 anything to the contrary in this paragraph, there shall be no payment of  
2061 retroactive salary increases to HEOP bargaining unit members due to the

2062 provisions of this paragraph for any time prior to December 1, 2016; however,  
2063 HEOP bargaining unit members shall receive the negotiated retroactive  
2064 increases for 2015-2016.  
2065

2066 In each academic year, the President of the College shall have sole discretion to  
2067 increase any bargaining unit member's salary, beyond the provisions noted  
2068 herein, during the term of this Agreement. The President shall notify the AAUP-  
2069 UC in writing, specifying the reason therefor, within two weeks of any such  
2070 action.  
2071

2072 18.2 Promotional Increases  
2073

2074 Bargaining unit members will receive an increase to their base salary as follows  
2075 for the 2015-2016 academic year: \$8,500.00 for the promotion to the rank of  
2076 Distinguished Professor; \$7,500.00 for promotion to the rank of Professor;  
2077 \$5,500.00 for promotion to the rank of Associate Professor; \$6,000.00 for  
2078 promotion to the rank of Librarian III; and \$3,800.00 for promotion to the rank of  
2079 Librarian II. For each academic year thereafter during the term of this Agreement,  
2080 these amounts will increase by the applicable percentage of base salary  
2081 increase.  
2082

2083 18.3 Continuing Education or Overload Courses  
2084

2085 Faculty members who teach continuing education or overload courses will be  
2086 paid full rate according to their rank as outlined in the compensation schedule for  
2087 overload teaching courses with enrollment of eight (8) students.  
2088

2089 The College has the option to cancel courses with fewer than eight (8) students.  
2090 However, if any courses are taught with fewer than eight (8) students, the faculty  
2091 member will receive full rate according to his or her rank as outlined in the  
2092 compensation schedule.  
2093

2094 Effective 2015-2016 per contact hour in accordance with 8.13(a):  
2095

2096	<u>Faculty Rank</u>	<u>Amount</u>
2097	Distinguished Professor	\$1,445.61
2098	Professor	\$1,445.61
2099	Associate Professor	\$1,320.71
2100	Assistant Professor	\$1,199.06
2101	Professor of Practice	\$1,199.06
2102	Instructor	\$1,110.00
2103	Librarian	\$1,110.00

2104  
2105 For each academic year thereafter, beginning in 2016-17, during the term of this  
2106 Agreement, these amounts will increase by the applicable percentage of base  
2107 salary increase on each successive August 15. For 2016-17, the amount also will

2108 be cumulative based on the 2015-16 percentage of base raise (i.e., the 2016-  
2109 2017 amount shall be calculated using the amount from the above compensation  
2110 schedule x 1.02, then multiplying that sum by 1.0225).  
2111

2112 18.4 Compensation for Non-Traditional Teaching  
2113

2114 The term “non-traditional teaching” is defined for the purposes of this paragraph  
2115 of this Article to mean “not part of load.”  
2116

2117 Load credits are defined as credits that are accumulated by a bargaining unit  
2118 member as compensation for participating in non-traditional teaching. Teaching  
2119 in independent study and tutorial formats, directing a graduate thesis or research  
2120 project, creating/writing and/or administrating and/or correcting/scoring of a  
2121 comprehensive graduate exam, supervising of stand-alone internships (those not  
2122 constituting a course), or serving as a reader of a graduate thesis or research  
2123 project all constitute non-traditional teaching for the purposes of this section. All  
2124 independent study and tutorial courses must be approved by the appropriate  
2125 School Dean in advance of being undertaken.  
2126

2127 Upon accumulation of 45 load credits, a bargaining unit member is eligible for a  
2128 3-credit course reduction to be available to the affected bargaining unit member  
2129 within three semesters unless other mutually agreed upon arrangements have  
2130 been made between the affected bargaining unit member and the appropriate  
2131 School Dean. Eligible bargaining unit members may take a 1-credit course  
2132 reduction if such reduction is consistent with the departmental needs and  
2133 scheduling permits. Such 1-credit course reduction must have approval of the  
2134 School Dean.  
2135

2136 An AAUP-UC faculty member performing non-traditional teaching duties shall  
2137 earn compensation in the form of load credits, as follows:  
2138

2139	<u>Category of Teaching</u>	<u>Load Credits/Compensation*</u>
2140		
2141	Independent Study	1 per credit hour
2142		
2143	Tutorial	2 per credit hour
2144		
2145	Stand-alone Internship	1 per credit hour
2146	(not part of a course)	
2147		
2148	Graduate Thesis or Project Director	5 per thesis course
2149	or Undergraduate Honors Thesis Supervisor	
2150	– Limited to two courses per thesis or project;	
2151	does not include continuing registration	
2152		
2153	Additional Graduate Thesis	3 per thesis

2154	or Project Reader	
2155		
2156	Statistics Advisor	4 per thesis
2157		
2158	The creating, writing, supervising,	4 per exam
2159	and/or administering, and/or correcting/scoring	
2160	of a comprehensive graduate exam for individual	
2161	students with written/oral exams as	
2162	primary advisor	
2163		
2164	The creating, writing, supervising,	2 per exam
2165	and/or administering, and/or correcting/scoring	
2166	of a comprehensive graduate exam for individual	
2167	students with written/oral exams as an	
2168	additional reader	
2169		
2170	Group exams with multiple faculty	2 per exam session per
2171	involved in creating, writing,	bargaining unit member
2172	supervising, correcting, & scoring of	
2173	graduate exams	
2174		
2175	*Note that 45 load credits equal one 3-credit course reduction and 15 load	
2176	credits equal a 1-credit course reduction, as provided in paragraph 3 of this	
2177	section	
2178		
2179	The above agreed upon compensation will be retroactive to June 1, 2015 for all	
2180	bargaining unit members who have or are currently providing such services.	
2181		
2182	In cases where a student has registered with the College, and remains registered	
2183	through the official add/drop period for a given project, thesis, and/or	
2184	comprehensive exam and that project, thesis, and/or comprehensive exam has	
2185	not been completed, the affected bargaining unit member shall receive the	
2186	compensation that would have been earned had the project, thesis, or exam	
2187	actually been completed. However, that if the student subsequently completes	
2188	the work under the same bargaining unit member in a later semester, no	
2189	additional compensation shall be provided to such member.	
2190		
2191	In the event that a bargaining unit member retires from Utica College and has a	
2192	number of accumulated load credits for which no course reduction has been	
2193	given, the bargaining unit member shall be compensated for those hours	
2194	according to the following procedure: the bargaining unit member's total	
2195	accumulated and uncompensated load credits is divided by the number of load	
2196	credits required to receive a 3 hour course reduction. The result of this	
2197	computation is then multiplied by that bargaining unit member's appropriate 3	
2198	credit hour overload compensation. A bargaining unit member will be	
2199	compensated up to a maximum of one three-credit overload under this formula.	

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The College will ascertain the number of non-traditional teaching credits held by each bargaining unit faculty member at the end of each academic year. The College shall inform each bargaining unit member of his/her accumulated non-traditional teaching credits no later than June 30 of each year. The bargaining unit member's failure to object to and/or correct the number of non-traditional teaching credits, as determined and communicated by the College, by September 30 of the same year will result in the number becoming binding.

19. FRINGE BENEFITS

19.1 Definitions

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

The term “Eligible Retiree” as used in this Article, means the following:

- a) for individuals hired before June 1, 2011, refers to a bargaining unit member aged at least 55, with a minimum of 5 years of service and a minimum combination of service and age at retirement equaling at least 65; or
- b) for individuals hired on or after June 1, 2011, refers to a bargaining unit member aged at least 62 with a minimum of 8 years of service and a minimum combination of service and age at retirement of at least 70.

19.2 Group Health Care Plans

The College will provide bargaining unit members a consumer driven, high deductible health care plan which includes a health savings account (HSA) feature (CDHP).

Effective January 1, 2015, the College shall pay eighty percent (80%) of the premiums for bargaining unit members to participate in the CDHP.

The College shall also pay eighty percent (80%) toward satisfaction of the CDHP plan deductible for such members through deposits into such members' HSA accounts, with no less than 50% of such amounts payable in the first quarter of the calendar year and the remaining 50% to be divided into thirds and given in the second, third, and fourth quarters. HSA contributions are prorated if health insurance becomes effective after January 1<sup>st</sup>. Total yearly deposits made to HSA accounts may not exceed annual limits imposed by the Internal Revenue Service. If a member drops insurance coverage for any reason during the year,

2246 contributions into the member’s HSA account will cease. Should a bargaining  
2247 unit member have a special need for accelerated payments into his/her HSA,  
2248 such bargaining unit member may make a request to Human Resources and  
2249 such requests shall not be unreasonably denied.  
2250

2251 Bargaining unit members age 65 or above may participate in the College’s PPO  
2252 group health insurance plan (the “PPO Plan”), for which the College and the  
2253 employee shall share the premium costs in the same proportion as the CDHP  
2254 participants. Those members may otherwise choose to remain on the CDHP and  
2255 have the College’s contribution given in the form of a Health Reimbursement  
2256 Account deposit. The College will reimburse deductible expenses through an  
2257 HRA up to 80%.  
2258

2259 Prior to any change in plan design or change of plans, the College will discuss  
2260 same with the AAUP-UC. Any change to plan design cannot reduce the quality of  
2261 existing health care nor increase the out-of-pocket expenses, including non-  
2262 premium costs, for bargaining unit members. The College shall not be  
2263 responsible for any changes required by law or imposed changes initiated by the  
2264 health care carrier. Subject to the foregoing, the College shall have the sole  
2265 discretion to change health care carriers, provided that prior to any such change  
2266 the College shall consult with the AAUP-UC Governing Board. The AAUP-UC  
2267 shall be entitled to have representation at any meeting that reviews and  
2268 recommends a change in health care carrier. In the event of the enactment of  
2269 federal health care reform legislation or promulgation of federal or state  
2270 regulations to implement such legislation, which in either case impacts the ability  
2271 of the College to maintain its then current health care plan, the College agrees to  
2272 meet and negotiate with the AAUP-UC with respect to the terms of the health  
2273 insurance plan.  
2274

2275 Notwithstanding any other provision of this Agreement, in the event the health  
2276 insurance program offered by the College violates the Affordable Care Act  
2277 (“ACA”) or other applicable law, or causes the College to be subject to a penalty,  
2278 tax, fee, or additional charge pursuant to the ACA or other applicable law, the  
2279 parties agree that either party may reopen this Agreement with respect to the  
2280 issue of health insurance only and renegotiate the terms of the health insurance  
2281 provision to avoid or apportion the costs of such legal violation, penalty, tax, fee,  
2282 or additional charge.  
2283

#### 2284 Health Insurance Waiver Buyout Plan

2285

2286 The Health Insurance Waiver Buyout Plan shall be available to bargaining unit  
2287 members who are covered under existing alternative hospitalization and major  
2288 medical insurance and have opted to waive insurance coverage, as described  
2289 below, available through the College. This Plan shall also apply to bargaining unit  
2290 members whose spouses or domestic partners currently work at the College and  
2291 in such a case is limited to the Individual Plan rate referred to below.

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Bargaining unit members enrolling in the Plan and exercising waiver of coverage available through the College shall receive an opt-out credit. Enrollment in the Waiver Buyout Plan shall occur each year during the open enrollment period, generally held during the month of November to be effective January 1 of the following year. The Plan shall provide the bargaining unit member with an annual lump-sum payment made payable in December of each year provided such member is employed at the time of the payment, as follows: five hundred dollars (\$500) (Individual); eight hundred dollars (\$800) (Subscriber Plus One); or one thousand dollars (\$1000) (Family Plan). The member shall provide the Office of Human Resources with proof of enrollment. The following Plan procedures shall apply:

- The eligible bargaining unit member shall sign a properly completed waiver (to be received in the Office Human Resources prior to the expiration of the open enrollment period), not participate in College health care plans for eleven consecutive months (January through November) prior to the date of payment and be an employee at the time of payment. A waiver shall be required annually if the bargaining unit member wishes to continue to participate in the Plan.
- If, during the course of the year, circumstances change and a bargaining unit member experiences a qualifying event (contact the Office of Human Resources for examples) in which alternative coverage is no longer available, such member may enroll in the College plan. However, no prorated payment will be made.

### 19.3 Retiree Health

- Eligible Retirees under the age of 65 may continue their enrollment in the CDHP Plan available to eligible employees by paying the corresponding premium percentages set forth above in effect at the time of retirement.
- For bargaining unit members hired before June 1, 2011, Eligible Retirees age 65 through 69 shall be eligible for coverage under the College's Medicare Advantage plan at no cost to the Eligible Retiree, provided that the Eligible Retiree must have been enrolled in the plan at age 65 and federal Medicare benefits shall be applied as an offset to the plan (Medicare Parts A and B). Such coverage shall also be available to spouses or domestic partners of such Eligible Retirees who meet the eligibility requirements of the plan. Eligible Retirees ages 65 through 69 residing outside of the insurance company coverage area for more than six months in the calendar year and who have purchased a Medicare supplement plan that supplements Medicare Parts A, B and D shall receive reimbursement for the monthly premium of such plan up to but not exceeding the current amount of the College's contribution to the premium cost of the College's Medicare Advantage plan for in-state residents.

- 2337 • For bargaining unit members hired on or after June 1, 2011, Eligible Retirees  
2338 aged 65 through 69 shall be eligible for coverage under the College’s Medicare  
2339 Advantage and shall pay the health premium contribution that is in effect at the  
2340 time of their retirement. Such Eligible Retirees must have been enrolled in the  
2341 plan at age 65 and federal Medicare benefits shall be applied as an offset to the  
2342 plan (Medicare Parts A and B). Such coverage shall also be available to spouses  
2343 or domestic partners of such Eligible Retirees who meet the eligibility  
2344 requirements of the plan. Eligible Retirees ages 65 through 69 residing outside  
2345 of the insurance company coverage area for more than six months in the  
2346 calendar year and who have purchased a Medicare supplement plan that  
2347 supplements Medicare Parts A, B and D shall receive reimbursement based on  
2348 the College’s premium cost-share at the time of retirement.  
2349
- 2350 • Eligible Retirees 70 or older should contact the Office of Human Resources at  
2351 least two months prior to turning 70 for details concerning continuing their  
2352 coverage on a full payment basis.  
2353
- 2354 • Eligible Retirees who elect to discontinue coverage under the College’s medical  
2355 insurance will not be able to rejoin at a later time.  
2356
- 2357 • Eligible dependents of bargaining unit members will be offered COBRA when  
2358 there is no longer at least one parent/guardian enrolled in the under-65 Retiree  
2359 CDHP.  
2360

#### 2361 19.4 Group Life and ADD Insurance Plan

2362  
2363 Upon enrollment, the College shall provide group term life insurance coverage for  
2364 full time bargaining unit members in the amount of \$70,000 of life insurance  
2365 coverage and \$70,000 of accidental death and dismemberment insurance  
2366 coverage on a noncontributory basis (effective beginning 2016-2017 year).  
2367 Insurance coverage over \$50,000 carries a small tax liability for employees.  
2368 Please refer to IRS publication 15-B for more information on Group Term  
2369 Insurance coverage over-the limits rule.  
2370

2371 Additional life insurance coverage in an amount up to \$500,000 shall be available  
2372 to such bargaining unit members, the additional premium costs of which shall be  
2373 borne by such members. Details of the Plan shall be available from the College’s  
2374 Office of Human Resources. Enrollment must occur within 31 days of the full-time  
2375 employment date for immediate coverage, and is canceled when employment  
2376 terminates for any reason other than retirement or covered disability.  
2377

2378 Bargaining unit members shall be eligible upon employment for enrollment in a  
2379 separate contributory plan for additional Life Insurance and/or Accidental Death  
2380 and Dismemberment Program of Coverage. Details of the Plan are available  
2381 from the Office of Human Resources.  
2382

2383 The College provides \$3,000 of term life insurance coverage for Eligible Retirees.  
2384

2385 19.5 Educational Benefits  
2386

2387 Additional information on the following educational benefits shall be available  
2388 from the College’s Office of Human Resources. All such educational benefits are  
2389 subject to applicable laws and regulations, including IRS regulations, as from  
2390 time to time in effect.

2391

2392 Utica College Undergraduate Remitted Tuition  
2393

2394

2395 Bargaining unit members shall be eligible upon employment for up to fifteen (15)  
2396 hours (non-cumulative) of undergraduate remitted tuition each academic year  
2397 beginning with the fall semester. Bargaining unit members hired after the  
2398 beginning of the fall semester shall be eligible for prorated remitted tuition subject  
2399 to the guidelines available at the Office of Human Resources.

2400

2401 Non-academic fees, including but not limited to student activity, laboratory,  
2402 technology, individual instruction, health, athletic, general and other fees, are not  
2403 remitted and shall be paid by the tuition plan participant. The College shall have  
2404 the right to restrict the use of remitted tuition for certain workshop courses, non-  
2405 credit courses, and particular designated programs. The College will notify the  
2406 bargaining unit of such particular designated programs each academic year on or  
2407 before February 1.

2408

2409 Bargaining unit members may transfer all or a portion of their remitted tuition  
2410 credits to IRS dependents and spouses or domestic partners, provided the  
2411 spouse or domestic partner is not also eligible for remitted tuition as a College  
2412 employee or graduate assistant.

2413

2414 All remitted tuition benefits shall cease with termination of employment for any  
2415 reason other than retirement, and a participating bargaining unit member, IRS  
2416 dependent or spouse or domestic partner shall be responsible for payment of  
2417 prorated tuition from and after the date of employment termination.

2418

2419 Eligible Retirees shall be eligible for the same undergraduate remitted tuition  
2420 benefits.

2421

2422 Exceptions to the terms and conditions above may be made at the sole discretion  
2423 of the President.

2424

2425 Graduate Remitted Tuition  
2426

2427

2428 A bargaining unit member shall be eligible for a total of twelve (12) graduate  
credits per year (non-cumulative) at the College on a space available basis only.

2429 A bargaining unit member may transfer up to six (6) credit hours of unused  
2430 graduate credits to his or her spouse or domestic partner, but not to his or her  
2431 child or IRS dependent.  
2432

2433 Child Dependent Scholarships  
2434

2435 Upon completion of three years of full time benefit eligible service, bargaining unit  
2436 members shall be eligible for dependent tuition benefits.  
2437

2438 Children (natural, legally adopted, or stepchildren claimed with IRS as  
2439 dependents by the employee parent), may receive tuition scholarships applicable  
2440 to full-time or part-time work in a matriculated status for studies leading to the  
2441 first baccalaureate degree at the College. The scholarship benefit shall be equal  
2442 to the minimum number of credit hours required for completion of the student's  
2443 degree program. The benefit shall be limited to those total credit hours or  
2444 completion of the first baccalaureate degree, whichever comes first. The student  
2445 shall meet the respective institution's requirements for admission to and  
2446 continuation in the academic program. Dependent children who have attended  
2447 other institutions shall have their number of credit hours of scholarship reduced  
2448 by the number of credit hours of study accepted for transfer from the other  
2449 institution(s).  
2450

2451 For each recipient of a child dependent scholarship the maximum benefit  
2452 awarded shall be equal to the then prevailing regular tuition less the sum of all  
2453 tuition assistance and state scholarships or grants for which the dependent is  
2454 eligible and has been received by the dependent. The student who qualifies shall  
2455 apply for all such state and federal tuition assistance awards. Failure to apply  
2456 when qualified shall result in a reduction of the dependent scholarship benefit by  
2457 the equivalent of the minimum amount of state scholarships/grants.  
2458

2459 Dependent tuition benefits shall immediately terminate upon termination of  
2460 employment or a change in status to less than full-time benefit eligible  
2461 employment of the bargaining unit member parent, and the dependent continuing  
2462 after that termination date shall be solely responsible for payment of the prorated  
2463 tuition balance.  
2464

2465 If a bargaining unit member with seven years of full time benefit eligible service  
2466 dies, dependent tuition scholarship benefits shall be made available to surviving  
2467 dependent children of the deceased member who are participating at the time of  
2468 death or when such surviving dependent children become eligible for  
2469 matriculation in an academic program at the College.  
2470

2471 Such benefits shall be extended to dependent children of full-time benefit eligible  
2472 bargaining unit members who qualify as Eligible Retirees.  
2473

2474 Non-academic fees, including but not limited to student activity, laboratory,  
2475 technology, individual instruction, health, athletic, general and other fees, are not  
2476 remitted and shall be paid by the tuition plan participant.  
2477

2478 Spouse or Domestic Partner Dependent Scholarship  
2479

2480 Upon a bargaining unit member's completion of three (3) years full time benefit  
2481 eligible service, the spouses or domestic partners of such bargaining unit  
2482 members shall be eligible for tuition scholarship awards for either full-time or  
2483 part-time work in a matriculated status or studies leading to the first or second  
2484 baccalaureate degree. Such scholarship benefit shall be equal to the minimum  
2485 number of credit hours needed for the completion of the first or second  
2486 baccalaureate degree. If receiving such scholarship benefit, spouses or domestic  
2487 partners may not also receive unused credits transferable from the bargaining  
2488 unit member as described above. Termination of full-time benefit eligible  
2489 employment immediately terminates dependent scholarship benefits for the  
2490 spouse or domestic partner. However, if the bargaining unit member retires as an  
2491 Eligible Retiree or dies, his or her spouse or domestic partner matriculating in an  
2492 academic program at the College and receiving a dependent scholarship aid at  
2493 the time shall continue to receive these benefits under the original terms of the  
2494 spouse or domestic partner's program.  
2495

2496 Tuition Exchange Programs  
2497

2498 The College's current membership in Tuition Exchange, Inc. and CIC Tuition  
2499 Exchange is intended to enable bargaining unit members, after three (3) years of  
2500 full time benefit eligible service, to apply for tuition exchange benefits for their  
2501 dependent children at other institutions participating in Tuition Exchange. Such  
2502 benefits shall be subject to certain restrictions and are based on enrollment  
2503 availability for such dependent children. Bargaining unit members should contact  
2504 the Office of Human Resources for details.  
2505

2506 Eligible Retirees may participate in Tuition Exchange Programs.  
2507

2508 Cash Grant Program  
2509

2510 Dependent children of bargaining unit members who have completed five (5)  
2511 years of full time benefit eligible service shall be eligible to apply for a cash grant  
2512 benefit. Such benefit consists of payment of a cash grant, applicable to tuition  
2513 only, when the dependent child attends another accredited college or university.  
2514 The grant shall not exceed the amounts below. Such grant shall continue to be  
2515 paid for the aforesaid period following the death of the bargaining unit member or  
2516 following the retirement of an Eligible Retiree.  
2517  
2518  
2519

	Per Semester Per Child	Cap Per Child
2520		
2521		
2522	Undergraduate	\$1,500
2523		\$12,000
2524	Graduate	\$1,500
2525		\$ 8,000

2526 The College will continue the education benefits of this Section 19.5 for eligible  
2527 dependent children of eligible bargaining unit members if such bargaining unit  
2528 member is dismissed and the conditions of Article 11.1 apply.  
2529

2530 19.6 Short Term Disability Plan  
2531

2532 The College shall provide at its expense, a Short Term Disability Plan for  
2533 bargaining unit members in the event of absence from work due to occupational  
2534 or non-occupational injury or sickness that prevents the member from performing  
2535 each and every duty of his/her occupation. Short term disability benefits will  
2536 cease at the end of the disability, or upon the earliest of twenty-six (26) weeks or  
2537 the death of the bargaining unit member. For the first sixteen (16) weeks of short  
2538 term disability, the eligible bargaining unit member shall receive 100% of pre-  
2539 disability earnings, less applicable withholdings and deductions. After the first  
2540 sixteen (16) weeks of short term disability through week twenty-six (26), the  
2541 eligible bargaining unit member shall receive sixty percent (60%) of pre-disability  
2542 earnings, less applicable withholdings and deductions.  
2543

2544 During any or all of the period in which the bargaining unit member is eligible for  
2545 short term disability payments under Section 19.6, if the bargaining unit member  
2546 is also eligible for governmental (e.g., Worker’s Compensation, Social Security  
2547 Disability) or other College-sponsored disability income replacement  
2548 compensation, the bargaining unit member is entitled to, and will receive, only  
2549 the greater of the applicable percentage of pre-disability earnings as specified in  
2550 this Section 19.6 or other disability income replacement compensation. If the  
2551 percentage of pre-disability earnings is the greater amount, the College shall  
2552 retain, or the bargaining unit member shall remit to the College, the other  
2553 disability income replacement compensation.  
2554

2555 19.7 Long-Term Disability Plan  
2556

2557 The College shall provide, at its expense, a Long Term Disability Plan for  
2558 bargaining unit members in the event of absence from work due to occupational  
2559 or non-occupational injury or sickness that prevents members from performing  
2560 each and every duty of his/her occupation for more than 26 weeks. If a  
2561 bargaining unit member is still medically disabled after 26 weeks of Short Term  
2562 Disability, the bargaining unit member may apply for Long Term Disability (in  
2563 coordination with the Office of Human Resources) with the appropriate carrier.  
2564 Upon the carrier’s approval of the claim, the long term disability extends through  
2565 the earliest of the end of disability, Social Security retirement age, or death.

2566 Other plan restrictions, including but not limited to benefit maximums, may apply.  
2567 The eligible member shall receive 60% of pre-disability earnings less any benefit  
2568 reduction, including but not limited to disability benefits under Social Security or  
2569 benefits under Worker’s Compensation. The College shall waive Group Life and  
2570 Health Insurance premiums for the period that the member is collecting long term  
2571 disability benefits.

2572  
2573 Additional details on the College’s Long Term Disability Plan are available from  
2574 the College’s Office of Human Resources. Nothing in this section shall diminish  
2575 any benefits provided for in Section 19.6.  
2576

2577 **19.8 Retirement Plan**

2578  
2579 The College shall provide a Retirement Plan for bargaining unit members through  
2580 TIAA-CREF with the current menu of investment options, as they may be  
2581 amended from time to time. The current summary of the Plan has been made  
2582 available to existing members. For members hired on or before May 31, 2004,  
2583 the College shall contribute an amount equal to eleven percent (11%) of the  
2584 member’s eligible (base salary) earnings to the Retirement Plan for the account  
2585 of such member. For employees hired after May 31, 2004 but before June 1,  
2586 2011, the College shall contribute a percentage of such member’s eligible (base  
2587 salary) earnings to the Retirement Plan as follows: 0% during year 1, 6% during  
2588 years 2-4, 9% during years 5-7 and 11% during years 8 and beyond. For  
2589 members hired after May 31, 2011, the College shall contribute a percentage of  
2590 such member’s eligible (base salary) earnings to the Retirement Plan as follows:  
2591 six percent (6%) during years 1-4, nine percent (9%) during years 5-7, and  
2592 eleven percent (11%) during years 8 and beyond.  
2593

2594 Bargaining unit members may begin contributing to their retirement on a pre-tax  
2595 basis at any time. Contribution limits are set forth by the federal government and  
2596 may be adjusted from time to time. Please contact the Office of Human  
2597 Resources for more information and instructions.  
2598

2599 **19.9 Non Statutory Leaves**

2600  
2601 **Eligibility**  
2602 Upon completion of the first academic year of service, a bargaining unit member  
2603 may apply for a leave of absence, with or without pay and/or benefits for: (a)  
2604 personal or family circumstances which are not covered by the FMLA; (b)  
2605 personal or family circumstances otherwise covered by the FMLA, if the  
2606 bargaining unit member has exhausted FMLA leaves or is not then eligible for  
2607 FMLA leave; or (c) meaningful enhancement of the bargaining unit member’s  
2608 teaching, scholarship, service, or leadership for the benefit of the College. The  
2609 Provost and Vice President for Human Resources (“VPHR”) will determine, in  
2610 their sole discretion, whether or not such leave will be granted and whether such  
2611 leave, if granted, will be paid or unpaid and with or without benefits. The Provost

2612 and the VPHR may waive the eligibility requirement. Leaves for birth and  
2613 adoption are covered under 19.10.

2614

2615

**Application**

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The bargaining unit member shall submit in writing to the Provost and VPHR the  
2617 request for the leave stating the reasons for the leave, the period of absence,  
2618 and the date of return.

2619

2620

**Time in Rank**

2621

Leaves of absence are not normally considered as periods of service in rank.  
2622 The Provost may, however, in his or her sole discretion, credit the leave of  
2623 absence toward time in rank. One factor the Provost shall consider when making  
2624 such a determination is the meaningful enhancement of the bargaining unit  
2625 member's teaching, scholarship, service or leadership for the benefit of the  
2626 College. Leaves of absence without pay for bargaining unit members employed  
2627 on a limited term contract cannot extend beyond the original contract termination  
2628 date and cannot serve to extend the contract period.

2629

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**Length of Leave**

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Leaves of absence may be granted for a period not to exceed twelve (12)  
2632 months. Tenured faculty and bargaining unit members with continuous  
2633 appointments may submit a request to the Provost and VPHR to have such leave  
2634 extended for an additional period not to exceed twelve (12) additional months. In  
2635 such an instance, a request shall be submitted in writing stating the reasons for  
2636 the requested extension prior to the termination of the current leave.

2637

2638

**Fringe Benefits**

2639

If an unpaid leave is approved, a member of the bargaining unit may exercise his  
2640 or her option in writing for continuance of insurance coverages at the full group  
2641 rate cost, and without college subsidy, for the period of the leave. For those  
2642 individuals who are eligible for the College's long term disability insurance  
2643 coverage, long term disability insurance coverage shall be extended at the  
2644 College's expense for the period of the leave.

2645

2646

In the event that a member of the bargaining unit who is on leave under this  
2647 section is disabled while on leave, he or she shall be placed on the short-term  
2648 disability leave for which he or she is eligible. In the event that said bargaining  
2649 unit member qualifies for long term disability, the College shall provide such  
2650 benefit pursuant to Section 19.7.

2651

2652

**Salary Increases**

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The base compensation rate of a bargaining unit member shall be augmented by  
2654 all general increases which he or she would have received had he or she not  
2655 been on leave.

2656

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2658 19.10 Birth and Adoption Leave

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The AAUP-UC and the College recognize the importance of birth and adoption events and jointly desire to enact family friendly solutions in order to make the College a more progressive, desirable, and competitive place to work and to promote equality and balance between family life and career. Accordingly, the parties have agreed to the following policy.

2666

2667

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2669

In relation to a birth or adoption event, this policy will be applied for all birth and non-birth parents equally regardless of gender, sexual orientation, gender expression, and gender identity, and equally for married spouses, domestic partners, and unmarried employees.

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Upon completion of the first academic year of service, a bargaining unit member is eligible for the benefits in this section. The Provost may waive the eligibility requirement.

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Full paid leave will be given upon request for one semester in the same or contiguous semester as the birth or adoption event. (Adoptive parents are encouraged to plan and notify as soon as practicable.)

2678

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For tenure-track faculty members who take such leave for a birth or adoption event, the probationary period for tenure shall be extended, upon request, by one year for each such birth or adoption event, with a maximum of two such events in the probationary period.

2683

2684

2685

Pre-natal disability leave policies remain in place and supplement this policy for the child-bearing bargaining unit employee.

2686

2687

2688

Post-natal short-term disability leave for the child-bearing bargaining unit member shall run concurrently with this policy.

2689

2690

2691

Any birth or adoption leave chosen under this policy shall run concurrently with any birth or adoption leave provided by the Family Medical Leave Act.

2692

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2695

No bargaining unit member shall be subject to negative repercussions in evaluations, sabbatical applications, promotion, or tenure decisions for utilizing the benefits provided by this section.

2696

2697 19.11 Family and Medical Leave Act (FMLA)

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The College's FMLA policy which applies to bargaining unit members, and contains a summary of leave rights and employee notice and certification requirements, can be obtained from the College, with the exception of the provisions of 19.9 and 19.10 of this Agreement.

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2704 19.12 Professional Development Funds

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The College shall provide funds to support professional development and activity, including conference attendance and participation, by bargaining unit members. The Faculty Resource Committee shall make recommendations regarding the distribution of these funds, subject to the approval of the Provost.

The amounts that the College will provide to the Professional Development Fund shall be as follows:

2016 – 2017	\$97,500
2017 – 2018	\$120,000
2018 – 2019	\$125,000
2019 – 2020	\$135,000

These totals may be increased as appropriate at the discretion of the President.

20 UNION SECURITY, DUES, AND FAIR SHARE FEE DEDUCTION

20.1.1 AAUP-UC Membership and Fair Share Fee

Each bargaining unit member may elect to be or not to be a member of the AAUP-UC. The AAUP-UC will represent all bargaining unit members fairly and without discrimination regardless of the bargaining unit member's membership or lack of membership in the AAUP-UC. Therefore, each bargaining unit member, on or before thirty (30) days from the date of his/her employment or the effective date of this Agreement, whichever is later, shall either join the AAUP-UC by executing an AAUP-UC membership form and pay union dues and initiation fee (if any), or shall become a fair share fee payer and execute a payroll authorization form to pay a "fair share fee" to the AAUP-UC. The fair share fee shall be equivalent to the percentage of the amount of dues and initiation fee (if any) utilized by the AAUP-UC for collective bargaining, contract administration, grievance adjustment, and other permissible legal uses of fair share fees.

Any employee who is a member of the AAUP-UC may voluntarily withdraw his/her membership from the AAUP-UC and pay a fair share fee by giving written notice to the AAUP-UC within the fifteen (15) days May 1 – May 15 or during the fifteen (15) days prior to the expiration date of this Agreement and executing the proper fair share fee payroll deduction authorization provided for in this Article. The fair share fee shall be determined by the AAUP-UC on an annual basis. Any employee who has elected to pay a fair share fee may change his/her status to dues paying member at any time. The AAUP-UC will notify the College of such request within ten (10) days of receipt. The request for change of status will be placed in effect within two (2) payroll periods of the College's receipt of the notice from the AAUP-UC.

2750 20.1.2 New Hire Orientation

2751

2752 The College's Office of Human Resources will, during New Hire Orientation,  
2753 facilitate the enrollment of new bargaining unit employees in the AAUP-UC.

2754

2755 20.2 Payroll Deduction Authorization and Payment of Dues or Fair Share Fee

2756

2757 Upon written authorization by an individual bargaining unit member, the College  
2758 shall provide for the payroll deductions of union dues and initiation fee (if any) or  
2759 fair share fee and remit same to the AAUP-UC in accordance with the provisions  
2760 of this Article.

2761

2762 20.2.1 Dues Deduction

2763

2764 Upon receipt of written authorization from the individual bargaining unit member  
2765 of the payroll deduction form as detailed in Section 20.2 of this Agreement, the  
2766 College will deduct the amount of dues from each AAUP-UC member's payroll  
2767 upon receipt of the following written authorization:

2768

2769 To: Utica College

2770

2771 I hereby authorize you to deduct and withhold from my pay check on a pay  
2772 period basis, the amount specified as dues and initiation fee (if any) by AAUP-  
2773 UC, and paid to the Treasurer of AAUP-UC, 1600 Burrstone Road, Utica, New  
2774 York 13502, or at whatever address the AAUP-UC may specify if same is  
2775 changed following the signing of the authorization. This authorization will remain  
2776 in effect until revoked in writing, bearing the date revoked and my signature. I  
2777 release Utica College from any and all liability for making this check-off from my  
2778 pay.

2779

2780 Date:

2781 Name – Print

2782 Name – Signature

2783 Social Security Number

2784

2785 20.2.2 Fair Share Fee Deduction

2786

2787 The College will deduct the amount of fair share payment from each bargaining  
2788 unit member who has not executed an AAUP-UC membership form upon receipt  
2789 of the following written authorization:

2790

2791 To: Utica College

2792

2793 I hereby authorize you to deduct and withhold from my pay check on a pay  
2794 period basis, the amount specified as a fair share fee by AAUP-UC, and paid to  
2795 the Treasurer of AAUP-UC, 1600 Burrstone Road, Utica, New York 13502, or at

2796 whatever address the AAUP-UC may specify if same is changed following the  
2797 signing of the authorization. I release Utica College from any and all liability for  
2798 making this deduction from my pay.  
2799

2800 Date:  
2801 Name – Print  
2802 Name – Signature  
2803 Social Security Number  
2804

2805 20.2.3 College Payments Of Dues And Fair Share Fees  
2806

2807 Only upon receipt of one of the foregoing authorizations, the College shall deduct  
2808 from the bargaining unit member's pay either the AAUP-UC dues or fair share  
2809 fee, as the case may be, prorated for each pay period for the authorized amount  
2810 and transmit the money thus deducted for each pay period, together with a list of  
2811 the names of the employees from whose earnings the deductions were made  
2812 and designation whether the deductions were for AAUP-UC dues or fair share  
2813 fees, to Treasurer, AAUP-UC, 1600 Burrstone Road, Utica, New York 13502.  
2814

2815 20.3 AAUP-UC Certification  
2816

2817 The AAUP-UC shall certify in writing and submit to the College on an annual  
2818 basis the amount of its regular monthly dues and initiation fee (if any) and fair  
2819 share fee, as defined in this Article, to be deducted from bargaining unit  
2820 members' pay checks as the case may be. If the amount of dues or initiation fee  
2821 or fair share fee changes during the term of this Agreement, the AAUP-UC shall  
2822 certify in writing to the College the nature and effective date of the change, thirty  
2823 (30) calendar days prior to such change. The AAUP-UC shall indemnify and hold  
2824 harmless the College from and against any liability, claim expense or loss arising  
2825 by reason of the College's compliance with this Article. Indemnification shall  
2826 include attorney's fees and the cost of litigation.  
2827

2828 20.4 Listing of Bargaining Unit Members  
2829

2830 The College shall provide the AAUP-UC with a semi-monthly listing coinciding  
2831 with the payroll periods of all bargaining unit employees, their pay rate for that  
2832 payroll period, and indicate whether such employee pays union dues or a fair  
2833 share fee and the amount of such payment. The College also shall provide the  
2834 AAUP-UC a listing of bargaining unit members who have been discharged,  
2835 resigned, retired, on an unpaid leave of absence, or otherwise are not receiving a  
2836 payroll check during any pay period along with the semi-monthly listing.  
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2842 20.5 Membership Meetings

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The College will not schedule meetings that require the attendance of bargaining unit members between 3:30pm – 5:30pm on the last Wednesday of September and February during the academic year so that the AAUP-UC may conduct membership meetings.

2850 21. UNIT AND ADMINISTRATION MEETINGS

2851

2852 21.1 There shall be at least one meeting per semester between the President of the  
2853 AAUP-UC and the President of Utica College to discuss issues relating to  
2854 administration of this Agreement or opportunities to provide for more efficient  
2855 administration of this Agreement or to address matters not covered by this  
2856 Agreement. The President of the AAUP-UC and the President of the College may  
2857 form a committee to discuss such problems and report to both Presidents  
2858 recommendations for addressing such issues or opportunities. If the Presidents  
2859 agree to such recommendations requiring an amendment to this Agreement, a  
2860 memorandum of understanding shall be negotiated in good faith and executed  
2861 and implemented as soon as possible. In addition, there shall be an annual  
2862 informal review and audit of the administration of this Agreement, to be held  
2863 during the first calendar quarter of each year, and to include the internal  
2864 members of the negotiating teams of each party. The members shall  
2865 communicate their collective findings and conclusions in writing to the President  
2866 of the AAUP-UC and the President of the College.

2867

The President of the AAUP-UC shall be given a three (3) credit hour load reduction per semester for his or her term in office.

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2872 22. ACADEMIC CALENDARS

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Beginning with the 2016-2017 academic year, the Provost and the President will take under advisement recommendations of the Faculty Senate for observing specified holidays that have cultural and educational significance.

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2888 23. SEVERE WEATHER

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24. DURATION

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25. SUCCESSOR CLAUSE

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24.1 This Agreement shall become effective on June 1, 2015, and shall continue in effect until May 31, 2020, at midnight, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

25.1 This Agreement shall apply to the successors and assigns of the College and the AAUP-UC. It is understood that any such College successor shall recognize the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining with respect to all terms and conditions of employment as set forth in this Agreement. This successor clause and the requirements herein shall expire on May 31, 2020.

2934 26 SIGNATURES

2935

2936 26.1 The undersigned are duly authorized representatives of Utica College and the  
2937 AAUP-UC and hereto have executed this agreement on the date and year  
2938 indicated below.

2939

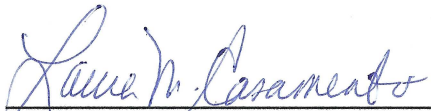
2940 For the College:

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2945 by: Laura M. Casamento, Ed.D.

2946 President, Utica College

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2949 Date: 1/6/17

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For the AAUP-UC:



by: Paul J. MacArthur, M.P.S.

President, AAUP-UC

Date: 1/6/17



by: Adam K. Pack, Ph.D.

Vice President, AAUP-UC

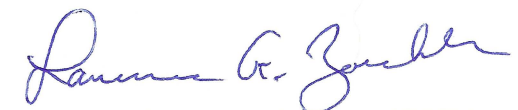
Date: 1/6/17



by: Thomas A. Crist, Ph.D.

Negotiator, AAUP-UC

Date: 1/6/17



by: Laurence G. Zoeckler, Ph.D.

Negotiator, AAUP-UC

Date: 1/6/17

## MEMORANDUM OF UNDERSTANDING

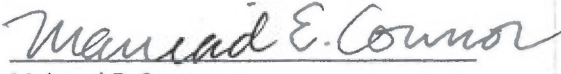
This is a Memorandum of Understanding ("MOU") between Utica College ("Employer" or "College") and the American Association of University Professionals-Utica Chapter ("AAUP-UC" or "Union") (collectively "parties").

1. The College and the Union recently have completed negotiations for a successor collective bargaining agreement ("CBA") which has yet to be ratified by the membership of AAUP-UC;
2. The previous term of the parties' CBA expired on May 31, 2015, and the parties have mutually entered into several contract extension agreements extending the previous CBA through November 30, 2016, while they were negotiating a new agreement and preparing it for execution;
3. The College and the Union wish to memorialize in writing their mutual agreement and understandings on the issue of retroactivity of the new CBA;
4. Upon ratification of the new CBA, the parties agree that its terms will be effective between June 1, 2015 and May 31, 2020, and be retroactive to June 1, 2015, except that the parties agree that (1) the changed compensation rates and terms in Article 18 which were changed from the previous CBA and (2) the benefits in Article 19 which were changed from the previous CBA and together (1) and (2) above contained in the new agreement will be retroactive to June 1, 2015, only for bargaining unit members who are on the active payroll of the College upon ratification of the agreement by the membership of the AAUP-UC and the four bargaining unit members who have retired from their employment with the College since June 1, 2015 (Jan DeAmicis, Janice Huss, Mary Ann Janda, and Ted Orlin). The parties agree that any bargaining unit member who permanently left the payroll of the College either by resignation other than retirement or discharge shall not receive the changed compensation in Article 18 or changed benefits in Article 19.

Dated: 11/22/16

  
Larry Malfitano  
For Utica College

Dated: 11/22/16

  
Mairead E. Connor  
For AAUP-UC