Collective Bargaining Agreement By and Between the County of Erie and the Faculty Federation of Erie Community College.

Erie Community Coll., Buffalo, N.Y.

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*Erie Community College

This document presents the collective bargaining agreement by and between the County of Erie and the Faculty Federation of Erie Community College. The agreement encompasses a statement of purpose; legislative review; recognition; definition; position definitions; management rights; federations-administration relations; dues checkoff and authorization; bulletin board posting; federal business meetings; federal security; no strike pledge; working conditions; leaves; fringe benefits; tenure; permanent and term appointment; grievance; governance; discipline/dismissal; salary; faculty responsibilities; academic year; equal opportunities; savings clause; and effective date and term. Appendices include salary schedules, the calendars for academic year day college and the academic year for division of continuing education. (MJM)
COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE

AND

THE FACULTY FEDERATION OF
ERIE COMMUNITY COLLEGE
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STATEMENT OF PURPOSE

THIS AGREEMENT made this 1st day Jan. 1973, by and between the Faculty Federation of Erie Community College (hereinafter referred to as the "Federation") and the County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie Community College (hereinafter referred to as the "College").

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto,

NOW, THEREFORE, it is mutually agreed to as follows:

STATEMENT UNDER 204-a OF TAYLOR ACT

LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

1. RECOGNITION

The County of Erie (Erie County Executive and Erie County Legislature) and the Trustees of Erie County Community College recognize the Faculty Federation of Erie Community College as the 'exclusive' bargaining agent for all of the professional employees of the Erie County Community College and the Urban Center which consists of the teaching faculty, librarians, employees in the graphic arts and industrial sections and technical assistants. Excluded from this bargaining unit are the President, Vice- Presidents, Deans, Associate Deans and Department Heads. In addition, the non-professional staff is excluded. Such recognition shall extend the periods of unchallenged representation for the maximum period authorized by law.

Excluded from this bargaining unit are the following classifications:

President
Vice Presidents
Dean of Administration
Academic Dean
Associate Deans
Department Heads (Curriculum and Support Departments)
Director of Division of Continuing Education
Associate Director of Division of Continuing Education
Assistant to the Director of Continuing Education
Dean of Students
Assistant Deans of Students
2. DEFINITIONS

A. For the purpose of this agreement, the following definitions apply:

(1) Board -- shall mean the Board of Trustees

(2) College -- shall include all campuses (North, City, Urban Center, South, and any future campus to be established)

(3) Employer -- shall mean the County of Erie

(4) Faculty -- shall mean the members in the bargaining unit (except where specifically otherwise indicated)

(5) Officers of the Federation -- President or his designee

R. Position Definitions

Because of different organizational patterns at various campuses, the parties agree that the following position equivalents shall be for all provisions of this contract:
Should, during the term of this agreement, positions, titles or functions change or should new positions or a new campus be established, the President of the FFECC and the President of the College shall meet and mutually agree to new equivalents.

3. MANAGEMENT RIGHTS

The Board of Trustees and the Erie County Legislature, on their own behalf and on behalf of the electors of the County, hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York, and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and County Legislature and adoption of such rules, regulations and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

4. FEDERATION-ADMINISTRATION RELATIONS

(a) The President of the College or his authorized designee shall agree to consult with the President of the Federation or his authorized designee at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.

(b) The Vice-President of each campus shall meet with the campus Vice-President of the Federation at a regularly scheduled meeting of not more than once a month to discuss matters of interest and/or concern to either party.

(c) It is understood that each party will submit an agenda reflecting subjects to be discussed at each of the meetings mentioned in 'a' and 'b' above at least five work days prior to the meeting.

(d) In the event of an emergency the President of the College or the Vice-President of the campus may agree to additional meetings with the President or Vice-Presidents of the Federation respectively.

5. DUES CHECKOFF AND AUTHORIZATION

(a) The Employer agrees to deduction from the salaries of its employees dues for the Federation as said professional employees individu-
dually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Federation. Faculty authorization shall be in the form provided by the Federation.

(b) The Federation shall certify to the Employer, in writing, the current rate of its membership dues and shall give the Employer fourteen (14) days' notice prior to the effective date of any changes.

(c) Deductions referred to in Section A (above) shall be made in the following manner: Commencing September, 1972,

(1) One (1) "annual" payment in the first pay period of October

- or -

(2) Twenty (20) payments with the first deduction being made in the first pay period in October.

(d) The Employer, following each pay period from which dues deductions are made, will transmit the amount so deducted to the Federation within fourteen (14) days. All transmittals shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

6. BULLETIN BOARD POSTING

The Employer will provide bulletin boards with glass doors and locks in each faculty lounge in "A", "J", and "T" buildings together with the library and in the lobby of the faculty restaurant/lounge ("C" Building) and one each in the lounges at the Urban Center and City Campus.

Notices posted on these bulletin boards will be:

(a) Notices of Federation recreational and social affairs
(b) Notices of Federation elections
(c) Notices of Federation appointments and Federation election results
(d) Notices of Federation meetings
(e) No other material will be posted

The Federation shall have the right to use the existing inter-college and intra-college mail system for its members with the same restrictions as listed "a" through "e".

FEDERATION BUSINESS MEETINGS

The Employer agrees that the Administration will provide meeting
appointed for a regular meeting of the Federation. Said regular monthly meetings shall be scheduled for the academic year by the Federation on or before August lst of said year. The Administration will assign a particular room to be used at least two (2) weeks in advance of the meeting date.

The Administration will provide a meeting room for special meetings of the Federation upon approval of the Vice-President of the campus and upon forty-eight (48) hours' advance written notice to him.

Said Federation meetings shall not interfere with or interrupt the operation of the College.

8. FEDERATION SECURITY

The Employer recognizes that its employees have the right to form, join and participate in or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

The Employer recognizes the Federation as the sole and exclusive bargaining agent in behalf of all employees of the College contained in the bargaining unit, and further agrees that there shall be no discrimination, interference, restraint or coercion by the College on behalf of or against any of its employees because of membership in the Federation.

The Federation agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Federation. The Federation recognizes that no employee is required to join the Federation and every employee has the right to join or refrain from joining the Federation or withdraw from the Federation.

9. NO STRIKE PLEDGE

The Federation recognizes the employees of the College as "public employees" and the provisions of the New York State Public Employees Fair Employment Law, Article 14 of the Civil Service Law which prohibits strikes. The Federation asserts that it will not engage in, cause, instigate, encourage or condone a strike or connected stoppage of work or slowdown.

10. WORKING CONDITIONS

A. Academic Year

(1) No full time teaching faculty member shall be responsible for any duties outside of the academic calendar year without remuneration. Registration, Open House, and Graduation will be included in the academic year. Full-time teaching faculty members, where required to perform duties outside of the academic year, will be compensated for said extra hours at the rate of one and one half, times their annual salary, day.
a. Class Size

(1) Except for group lectures, the employer will make every effort not to exceed a maximum class of thirty-two (32) students. In the Modern Language Laboratory courses the class size will be limited to the physical accommodations of the laboratory.

(2) The problem of contact hours to be credited to group lectures, labs, and shop hours, shall be studied by a Federation Committee and an Administrative Committee, including all campuses, and their separate recommendations will be submitted to the President by February 1, 1974.

(3) The current practice for group lectures under the approval of the Associate Academic Dean shall continue pending the outcome of the negotiations mentioned in paragraph two (2) above. The President will promptly schedule a meeting with each of the committees to review each of their respective recommendations. Within a period of sixty (60) days from the said reviews it is understood that the parties will reopen negotiations regarding this subject.

b. Teaching Assignments

(1) The Employer and the Federation agree that the one-college concept is worthwhile and that they will mutually continue to define the advantageous ramifications of this concept for Eino Community College.

(2) Except for Catering, Supervision of out-clinic students, Director of Music Activities, coaching, and special recreational programs such as camping, the following statements define the full-time teaching and work load:

(a) The administration will make every effort to maintain the normal teaching load of fourteen (14) to sixteen (16) hours per week, but in no event shall the total maximum contact hours exceed thirty (30) per year assigned to each Faculty member on the basis of two (2) academic semesters.

(b) The teaching load for one (1) semester may be increased to eighteen (18) contact hours per week as long as the total maximum contact hours for the year do not exceed thirty (30). In no event shall the teaching or work loads (non-teaching professionally) within a department be assigned so as to establish a burden for reenrollment.

(c) Teaching and/or work assignments (non-teaching professional staff) shall normally be between the hours of eight (8) a.m. and five (5) p.m. except for the existing practices for librarians.

(d) The work week for the employee shall be five (5) consecutive days (Saturday assignments shall be arranged only with the consent of the individual faculty member).
(c) The Department Chairman shall consult with the Department members after he has received a master class schedule from the Dean of Academic Affairs. Wherever possible, senior faculty members shall be given preference of teaching assignment and choice of schedules. It is desirable that individual teaching assignment be in the area of the faculty member's professional competence and academic preparation. The determination of the teaching assignment shall be by the individual Department Head.

D. Department Assignment

For purposes of promotion, re-appointment, appointment, all members of the bargaining unit will be assigned to a department. This does not preclude the servicing of another department by said members.

E. Instructional Preparation

The College will strive to see that no full-time teaching faculty member has more than two (2) different instructional preparations per semester.

F. Substitute Teaching

Full-time teaching Faculty members will not be required to substitute.

Selection of all substitute Faculty by Administration shall be made from an approved current list established by the Department Appointments Committee. The above mentioned list will be kept up to date by said committee, with qualified personnel who apply subsequent to the creation of said list. If the approved list is not made available by the Committee or has been exhausted it shall remain the prerogative of the Administration to fill the position. Salary shall be the current approved part-time rate. Part-time faculty for each Department shall be appointed according to the current appointments procedure as reflected in Section 17B Faculty Governance.

G. Counselors

(1) Counseling duties shall be restricted to the area of student counseling and prospective student counseling.

(2) Those qualified in an academic discipline shall be permitted to apply to teach in the Division of Continuing Education.

(3) The College will strive to achieve a counselor-student ratio of one (1) counselor for every two hundred fifty (250) full-time students or their equivalent.

(4) The College shall strive to provide each counselor with
The College will strive to improve the existing ratio of secretaries to counselors.

It is understood that the Counselors are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules unless the College is in session on that day and will receive at another time, and their yearly vacation allowance shall be twenty (20) work days (prorated for a person who has worked less than the full year). Persons covered by this section will receive a vacation allowance of Twenty-five (25) work days after completion of twenty (20) continuous years of service.

Said personnel are also eligible for the retirement plans outlined in Article 13, Section C (1) and C (2).

H. Extra Class Activities

The College will provide appropriate non-instructional personnel for registration purposes to assist Faculty and Counselors.

I. Office Space

(1) The Employer will make every effort to provide an enclosed (fully or partially) office for each two full-time Faculty members.

(2) Each office shall include at least two desks, two desk chairs, two side chairs, two file cabinets or two file cabinet/bookcase combination, one telephone and necessary electrical outlets.

(3) The College will make every effort to see that a secretary shall be provided for every ten (10) Faculty members (excluding full-time administrative staff).

J. County Personnel Rules and Distribution

(1) The County Personnel Rules shall be incorporated into this agreement except where superseded by this agreement.

(2) The Employer shall furnish full-time employees, upon request, copies of the County Personnel Rules, Code of Ethics and information on Retirement and Insurance Programs when available.

K. Academic Freedom

The College agrees that it is its responsibility to provide atmosphere of academic freedom on all campuses.
L. Retrenchment

(a) In the event retrenchment is necessary, the College will consult with the President of the Federation before any notification is sent to the affected employee. Every effort will be made to transfer the permanent employee to an available position, if qualified.

(b) Retrenchment shall be in specific discipline and shall apply to individual campuses in inverse order of appointment.

(c) For one year following retrenchment no new employee will be hired when a retrenched employee who meets the qualifications in the particular discipline is available.

(d) In no event shall a permanent position be retrenched in order to create, maintain, or sustain a position (s) for part-time employees.

11. GENERAL

A. Lateral Transfer

There shall be no involuntary transfer of a faculty member from one department to another, or from one campus to another unless a department is moved to another campus.

Faculty members desiring to transfer shall be given every consideration for vacant or new positions on other campuses. Appointment is subject to normal appointments procedure of the receiving campus.

B. Personnel Files

(1) The Faculty member will have the right to examine the contents of his personnel file and may be accompanied by an advisor of his own choice.

(2) No materials will be placed in a Faculty member's personnel file until the Faculty member has been given the opportunity to read the contents and attach any comments he may so desire. Each document shall be initialed by the Faculty member before being placed in his file as evidence of his having read such document. This initialling shall not be deemed to constitute the approval by the Faculty member of the contents of such document. If the Faculty member refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

(3) The Faculty member will be permitted to have included in his file any material which he feels is pertinent to his professional career, performance as a teacher, and personal qualifications including
all internal reports generated on the campus of the college.

C. Vacancies

A list of all administrative and faculty vacancies created by resignation, transfer, promotion, leaves of absence, or establishment of new positions shall be submitted to the President of the Federation inviting applications for such positions from qualified members of the Faculty. Such listings shall be kept current and include required qualifications, salary range, and job synopsis.

D. Mileage

When it is necessary for a Faculty member to use his own automobile in order to attend an approved College related function, he shall be compensated at the rate of twelve (12) cents per mile or a flat rate of $1.00 per day, whichever is greater. Toll charges will be reimbursed when supported by appropriate receipts, subject to prior administrative approval.

E. Computer Service

When available, computer service shall be provided by the College to Faculty members for Erie Community College duties and projects.

F. Lounges

There will be a lounge open from 8 a.m. to 10:30 p.m. for faculty use in each of the following locations:

(1) North Campus: A, C, J, and T buildings
(2) Urban Center
(3) City Campus

In addition, planning for the South Campus shall include space for faculty lounges.

G. Credit Union

The County agrees to a Credit Union payroll deduction for members of the Federation.

H. Reduced Teaching Load

(1) The President of the Federation shall have a teaching assignment reduced by three (3) hours per semester.

(2) During the spring semester in which there are negotiations for a new contract, each member of the negotiating team of five (5) persons shall have a maximum teaching assignment of nine (9) hours.
I. Federation Meetings

Officers of the Federation shall have a combined 15 man working days per year (not cumulative) to attend State and National meetings upon ten (10) calendar days notice to the Vice-President.

12. LEAVES

(A) The College and Faculty agree to abide by the County Personnel Rules covering sick leave, personal leave, maternity leave and military leave as amended January 1, 1973. Accumulation of sick leave shall be computed at the rate of one and one-quarter day per month for the number of months in the work year for each employee in the bargaining unit.

(B) Emergency Closing Day Leave: Any emergency closing of the College by the President of ECC, or his designee, shall automatically be termed a paid leave day for all full-time Faculty and full-time non-ranked staff and shall not be charged against said employee's sick leave or personal leave account.

(C) Leaves Without Pay: Upon written request submitted at least sixty (60) days in advance the College may grant leaves without pay of up to two (2) years to those persons who wish to continue their education or professional growth, through such things as industrial experience, travel, research, consulting and upon accepting an appointive or elective political office. No credit shall be received for increments, seniority rights, or retirement rights.

(D) Personal Leave: Employees, including temporary and provisional employees, in the bargaining unit shall be eligible for three (3) days of personal leave during each academic year, except twelve (12) month employees who will be eligible for four (4). Administration of personal leave shall be pursuant to Rule VII (4) of the Personnel Rules of Erie County, which is made a part hereof by reference.

Unused personal leave shall be added to an employee's accumulated sick leave at the end of each academic year, but this clause does not extend the permissible accumulation of sick leave beyond a maximum of 165 days.

(E) Sabbatical Leave:

(1) A ranked Faculty member may request sabbatical leave after six (6) consecutive years of service and upon the favorable recommendation of the Leave Committee. Such leaves may be used for planned travel, study, formal education, research, writing and other experiences of professional value. Sabbatical leaves shall be granted for one (1) year.
at one-half (1/2) salary or one-half (1/2) year at full salary. During the period of sabbatical the Faculty member shall retain all the rights and privileges of a full-time on-campus Faculty member. All fringe benefits such as retirement, insurance and the like shall continue in effect during leave at the rate of pay received during the sabbatical period. A Faculty member returning from sabbatical shall have the right to return with seniority rights to the department which he left. The period of sabbatical shall be credited as service for retirement and the granting of increments. All requests must be made in writing and presented to the Committee on Leaves at least ninety (90) days in advance of the starting date whenever possible. Such requests must include an outline of his proposed program, relationship to his professional responsibilities at the College and the manner whereby the program will improve his value to the College. The Committee will forward its recommendation on each request to the President of the College.

(2) Not more than two (2) Faculty members shall be granted sabbatical leave in any academic year. Final approval of sabbatical leaves shall rest with the College. Within thirty (30) days upon return the Faculty member shall submit to the President and the Committee on Leaves a written report of his accomplishments while on sabbatical leave. If the Faculty member fails to return to Erie Community College and complete one (1) year of full service, he must repay the full amount of money received while on sabbatical leave.

(F) Maternity Leave:

(1) A pregnant employee, holding a position by permanent appointment, shall be granted a leave of absence without pay for any period of time not exceeding six (6) months, which may be extended by the appointing authority provided that the total leave granted shall not exceed one (1) year.

(2) The employee shall report to the appointing authority the existence of pregnancy not later than the end of the fourth month of pregnancy.

(3) A statement from the pregnant employee's physician on a form supplied by the County must be forwarded to the appointing officer not later than the end of the fourth month of pregnancy. It shall include the expected date of confinement, length of time the employee may work prior to the date of expected delivery, and dates of leave, and certify that employee is in good health and that working in her County occupation will not be harmful to her or her unborn child.

(4) After delivery of the baby, the employee may return on the date recommended by her physician providing a written statement on a form supplied by the County is submitted to the appointing officer.
Employee shall be required to submit to an examination by the County Health physician before resuming her duties.

(i) Death in Family: An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandparents, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is an actual member of the employee's household) shall be entitled to bereavement pay of three (3) consecutive regularly scheduled work days off at straight time pay. An employee whose regular schedule includes Saturday and Sunday, shall be granted one (1) additional day, if needed, to attend the funeral if the funeral is scheduled for Monday. If the death occurs prior to the employee's shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one of the three (3) days.

13. FRINGE BENEFITS

A. Holidays

Holidays to be celebrated during the academic year will be spelled out in the academic calendar as adopted by the Board of Trustees, it being understood that effective 1/1/73 the College will observe a full holiday on Good Friday instead of the one-half (1/2) holiday.

B. Health Insurance

The employer agrees to pay the full cost of Blue Cross-Blue Shield (50-51) plan with extended benefits.

Effective January 1, 1973, the employer agrees to grant to each employee Health Insurance coverage for a period of 90 days or the length of the employee's sick leave, whichever is greater.

C. Retirement Plan

(1) The County has adopted the improved "Career Retirement Plan" and the same is available for employees who are eligible under the law.

(2) All employees are also eligible at their option to participate in TIAA-CREF Retirement Plan or the New York or the New York State Teachers Retirement Plan.

D. College Courses

All members of the bargaining unit upon approval of the Vice-President or his designee may be permitted to register for and attend, tuition free, any course on any campus provided space exists and provided
that such attendance in no way interferes with his official duties. Such approval will not be unreasonably withheld.

14. ACADEMIC RANK
   A. Rank Distribution
      (1) All full-time teaching Faculty members shall be assigned one of the following four (4) academic ranks:

         - Instructor
         - Assistant Professor
         - Associate Professor
         - Professor

      (2) The Employer shall make every effort to reach the following distribution of permanent teaching Faculty rank before the end of December, 1974 for the North Campus and the end of 1977 for the City Campus, and a comparable distribution for the Urban Center within budgetary constraints.

         | Rank          | Percentage |
         |---------------|------------|
         | Instructors   | 20%        |
         | Assistant Professors | 30%       |
         | Associate Professors | 30%       |
         | Professors    | 20%        |

      (3) The Employer guarantees to increase the number of full-time professorships by at least three (3) and the number of full-time associate professorships by at least six (6) in each of the academic years 1973-74 and 1974-75. Preference in filling these additional positions will be given to present Faculty if qualified.

   B. Rank Equivalents
      Librarians, although not classified as teaching Faculty members, shall be assigned an academic rank as follows:

         - The Junior College Librarians and the Urban Center Librarian will have an academic rank of Instructor. The Assistant College Librarian will have an academic rank of Assistant Professor.

   C. Non-Ranked Classifications
      Full-time employees included in the following job titles shall be classified as non-ranked staff:

      - Registrars
      - Senior TV Technician
      - TV Technicians
      - Electronic Technician - College
      - Technical Assistants
It is understood that the above persons are employed on a twelve (12) month calendar year and not on an academic year. They are entitled to the fringe benefits as set forth in this Agreement and in the County Personnel Rules as amended from time to time, except that they will be allowed the holidays set forth in the County Personnel Rules unless the College is in session on that day and will receive it at another time, and their yearly vacation allowance shall be twenty (20) work days (prorated for a person who has worked less than the full year), it being understood that the personnel covered by this section will receive a vacation allowance of 25 work days after completion of 20 years of continuous service.

Non-ranked personnel are also eligible for the retirement plans outlined in Article 13, Section C (1) and C (2).

15. TENURE, PERMANENT, TERM AND TEMPORARY APPOINTMENT

A. Tenure

1. Full-time faculty members hired subsequent to January 1, 1969, acquire tenure upon four (4) years of continuous service from the date of their original appointment.

2. Tenure acquired during academic appointment shall remain in effect if and while such full-time Faculty member assumes an administrative position.

3. Time served by a temporary full-time Faculty member under a temporary contract shall be credited in determining the Faculty member's probationary or tenured status.

4. Leaves granted by the Board of Trustees shall not interrupt the continuous service requirement as to tenure.

B. Permanent Appointment

1. Full-time non-ranked staff members hired after January 1, 1969, will acquire permanent appointment upon four (4) years of continuous service after the date of their original appointment.

2. Leaves granted by the Board of Trustees shall not interrupt the continuous service requirement as to permanent appointment.

C. Term Appointment

1. Definition - Term appointment. A term appointment is an appointment for a specified length of time generally of one year or less. After completion of four continuous years of term appointments, a faculty member becomes eligible for Tenure.

2. The College shall give notice of termination not later than January 1st to those on term appointment.
D. Temporary Appointment

A temporary employee is any full-time member of the Bargaining Unit hired for an unspecified period of time usually less than one year.

This category includes those funded through grants as well as through the regular college budget. Temporary employees shall be hired according to the same procedures as permanent employees. They shall have the rights, benefits and privileges as provided for by the Personnel Rules of the County and/or the terms of this agreement. Temporary employees may have their appointment extended upon the recommendations of the Departmental Appointment's committee and approval by the Board of Trustees.

E. Part-time Appointment

A part-time employee is any Faculty member who shall teach less than 12 hours (12) contact hours, or a non-teaching Faculty member working twenty (20) hours or less a week, hired for a period of time not to exceed one semester.

16. GRIEVANCE

A. The Parties agree to the following:

1. That a grievant may be an individual or group of the FFECC on behalf of an individual or group.

2. That, when appropriate, a Federation grievance may be initiated at a Step other than Step one. This procedure is to be followed only when a Step is inappropriate.

3. The time limits set forth in the steps are of the essence. The time limits may be waived by mutual consent of the parties.

4. The grievant (s) shall have the right of representation by the FFECC at any hearing, meeting, or other gathering called by either party, at which his (their) grievance is being discussed.

5. The Chairman of the FFECC Grievance Committee shall receive a carbon copy of the reply at each Step.

B. Definition of Grievance

1. A grievance shall be defined as any alleged violation of the provisions of this contract, the County Personnel Rules, and/or any issues arising as a result of employment at the College. All grievances arising from the above shall be settled and determined according to the procedures set forth in Section D.

C. Grievance Information

1. The College Administration agrees to furnish the Chairman of the Grievance Committee, upon timely request, available information containing the following: annual financial reports, register of professional personnel, minutes of all regular board meetings, students census and faculty membership data, faculty rank, and will provide the Federation
with available information necessary to process any grievance under the contract.

D. Grievance Procedure Step One

The grievant shall have thirty (30) working days after the alleged grievance occurs to present his grievance. All grievances shall be discussed first between the grievant and his immediate supervisory administrator in an informal face to face contact to attempt in good faith to resolve the differences between them without involving the steps as hereafter set forth. A representative of the grievance committee may attend this discussion. This meeting shall be held not more than five (5) working days after the grievance has been presented.

If the grievance is not resolved informally, it shall within five (5) working days following the meeting, be reduced in writing and presented to the immediate supervisory administrator, it being understood a grievance committee representative may be present at said presentation. The administrator shall investigate the grievance and communicate his written decision to the grievant within three (3) working days after the presentation.

Step Two

If a grievant is not satisfied with the settlement of the grievance at step one, a written appeal may be made to the Vice-President, or his designee, within ten (10) working days of the rejection of the grievance at Step One. A written reply to the appeal must be made within ten (10) working days of its submission to both the grievant and the Grievance Committee.

Step Three

If grievant is not satisfied with settlement of the grievance at Step Two he may appeal the grievance to Step Three, the Joint Conference. The Joint Conference shall consist of the following six:

I. For the Faculty Federation:
   1. FFECC President or his designee
   2. FFECC Grievance Chairman or his designee
   3. FFECC designee

II. For the Employer:
   1. Erie County Director of Labor Relations or his designee
   2. Vice President of Campus Concerned in Grievance or his designee
   3. Erie County Representative other than a College Administrator.
The Joint Conference shall convene monthly throughout the year with an agenda of written grievances to be submitted by the Federation and/or employer at least ten (10) calendar days prior to the meeting date. The Joint Conference monthly meeting shall be extended to the following day when necessary to exhaust the agenda, it being understood that if the second day does not exhaust that particular agenda additional meetings may be mutually agreed to by the parties.

Additional meeting of the Joint Conference shall be held at the request of the Federation or Employer. Such requests, however, shall be made only in situations of real and substantial importance requiring immediate attention and resolution.

The Federation shall receive the decision of the Employer within five (5) calendar days of the conclusion of the Joint Conference Meeting.

Step Four

If a satisfactory solution to the FFECC and the County is impossible to reach at this conference, the parties agree to voluntarily submit the issue to binding arbitration following the Voluntary Rules and Procedures of the American Arbitration Association. The American Arbitration Association shall provide a panel of five (5) arbitrators from which an arbitrator will be selected. The arbitration proceedings shall be conducted by an arbitrator selected within ten (10) work days after the list has been furnished. The method of selection shall be that the party requesting arbitration shall strike one name of the five submitted, and the other party shall then strike one name. This procedure shall be repeated until one arbitrator remains. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing is concluded. Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy of the record, available without charge to the other party and to the arbitrator. The arbitrator shall rule only on grievances concerning the interpretation or application of this agreement. The arbitrator shall hear the issues and make decisions binding on all parties on all issues. The services of the arbitrator shall be paid for by the FFECC and County in equal amounts.

17. GOVERNANCE

A. Promotion

1. In September of each year, each department, by secret ballot, shall elect three (3) Faculty members of the department to serve as an Evaluation Committee. For departments with less than three (3) Faculty members the entire department shall comprise the Evaluation Committee.

2. During the month of December, the Evaluation Committee shall review the qualifications of all department members to determine
which members have met the academic and experience requirements for
the next rank, or will have met them by September 1st of the following
year, and unless there are valid professional reasons for withholding
such action, shall recommend to the campus Promotion Committee, with
supporting data, promotion of all qualified Faculty members to the
appropriate rank.

3. The campus Promotion Committee shall be composed of five
(5) elected Faculty members. They shall review the candidates and
forward to the Vice-President the ranked names of the best candidates.
With the list is to be included supporting evidence. Selection by the
President will be made from the list submitted by both the campus
Promotion Committee and administration. When the President's recommen-
dations differ from the campus Promotion Committee, he will submit a
copy of recommendations he makes to the Board of Trustees to the campus
Promotion Committee. The chairman of the Promotion Committee will be
allowed to examine the list of the administration.

4. The President of Erie Community College or his designee
will notify members of the Academic staff in writing, not later than
September 1 of each year, of their promotions for that academic year.

B. Appointments

1. In September of each year each department, by secret ballot,
shall elect four (4) members of the department to serve with the Depart-
ment head as an Appointment Committee. For departments with less than
four (4) members, the entire department shall comprise the Appointment
Committee.

2. Upon written notice from the Academic Dean that a vacancy
exists (excluding DOCE vacancies), applicants will be interviewed by
the Appointment Committee of the department concerned who will judge
the qualifications of the candidate and his appropriateness for the
position available. The Academic Dean shall give the required notice
within fifteen (15) calendar days of his knowledge of the vacancy and
at the same time notify the Appointment Committee if the position will
not be filled. Best qualified candidates shall be referred by the
Appointment Committee to the Associate Dean for his consideration.
Candidates shall be further judged by the Associate Dean who shall
either act favorably upon the available appointment(s) and make his
recommendation(s) to the Vice President, or give written reasons to
the Appointment Committee of those not selected.

3. The Vice President, after giving his full consideration
to the candidates shall make his recommendation(s) to the President
who, in turn, shall make his recommendations to the Board of Trustees.
When the President's recommendation differs from that of the Vice
President, he will submit a written copy of the recommendations he makes.
to the Board of Trustees to the Vice President, Associate Dean and the Appointment Committee.

C. Minimum Rank Criteria

The minimum rank criteria, as developed by the Joint Committee and subsequently approved by the Board of Trustees on 12/15/71, is hereby made a part of this agreement by reference. The minimum rank criteria as made reference to may be altered or amended by mutual consent of the College and Federation.

D. Leaves:

A committee composed of five (5) elected faculty members shall review applications and make recommendations for all leaves involving members of the bargaining unit, except sick, military, personal, maternity and bereavement. The Committee will forward its recommendations to the Vice-President for his consideration. The Vice President's recommendations and the Committee's recommendations will be submitted to the President. If a mutual agreement is not reached, the Committee's recommendation and the President's recommendation will be submitted to the Board.

E. Reappointment

1. In September of each year each department, by secret ballot, shall elect three (3) Faculty members of the department to serve with the department chairman at the latter's option as an Evaluation Committee. For departments with less than three (3) Faculty members the entire department shall comprise the Evaluation Committee.

2. During the month of December, the Evaluation Committee shall review the qualifications of all department members who are eligible for reappointment, and shall make its recommendations to the Campus Reappointment Committee. Faculty members who are not recommended for reappointment shall be advised in writing of the reason(s) for the negative action by the Evaluation Committee.

3. The Campus Reappointment Committee will be comprised of five (5) elected Faculty members. The Committee shall give its full consideration to the recommendations of the Evaluation Committee and then shall make its recommendations to the Vice President.

4. The Vice-President, after giving his full consideration to the recommendations of the administration and the Campus Reappointment Committee shall make his recommendations to the President and the Board of Trustees. When the President's recommendations differ from that of the Campus Reappointment Committee he will submit a copy of the recommendations he makes to the Board of Trustees to the Vice-Pre...
18. A. **DISCIPLINE/DISMISSAL FOR PERSONNEL HOLDING TENURE**

1. Members of the Faculty Federation Bargaining Unit holding Tenure and/or professional employees holding Permanent Appointment shall hold their respective positions during good behavior, competent and efficient service and shall not be removed except for just cause.

2. The Employer recognizes and subscribes to the philosophy of progressive discipline including: a. verbal warnings b. written warnings c. suspension and d. dismissal.

3. **Dismissal or Suspension**

   A. Whenever charges against an employee covered by this section are of a serious nature and could result in the dismissal or suspension of said employee, the charges shall be in writing and signed by the President of the College or his designee in his absence.

   B. A copy of the charges shall be served on the employee and the Faculty Federation of Erie Community College at least ten (10) work days prior to the date of the scheduled hearing. An employee so charged may submit a written answer if he chooses to do so.

   C. The person so charged may, prior to the hearing, be suspended by the President of the College until the determination of the charges; provided, however, that such suspension shall be made for a period not longer than thirty (30) calendar days.

   D. The hearing shall be conducted by the President or his designee. The employee charged may appear in person and be represented by a person of his choosing, it being understood that the Federation representative may appear and participate in such hearings. At the hearing the employee will have the right to call witnesses, present evidence on his behalf and conduct a cross examination of all witnesses appearing against him. The formal rules of evidence shall not apply.

   E. If the hearing officer is a designee of the President, he shall submit his report and recommendations to the President in writing. The President is in no way bound by this report and recommendations.

   F. Within 10 working days from the completion of the hearing, the President shall render his decision and forth the penalty, if any, to be imposed.

   G. If the employee or the Federation, on its own behalf or in behalf of the employee, feel aggrieved by the decision of the President, the Federation may submit the issue directly to binding arbitration under step IV of the Grievance Procedure.
B. DISCIPLINE/DISMISSAL FOR PERSONNEL NOT HOLDING TENURE

1. Persons not holding tenure shall hold their positions subject to section 2 above. Any grievances filed under these sections shall be subject to advisory arbitration except 2 (d) until January 1, 1975. On said date all grievances shall be subject to final and binding arbitration except 2 (d).

19. A. Salary Increases

1. Effective September 1, 1973 all employees in the federation will receive a flat $400 increase to be added to the base pay (step 1) and carried forward through each step of the increment plan appearing in Appendix A and Step VI where applicable.

2. Effective January 1, 1974 and until midnight December 31, 1974 all employees in the Federation will receive an additional flat $400 increase to be added to the then existing base pay (step 1) and to each step of the increment plan as reflected in Appendix B and Step VI where applicable.

3. Effective January 1, 1975 and until August 31, 1975, all employees in the Federation will receive an additional flat $600 increase to be added to the then existing base pay (step 1) and to each step of the increment plan appearing in Appendix C and Step VI where applicable.

4. Part time rates are reflected in Appendix D.

5. Salary increases reflected in Paragraphs 1 through 3 above will be paid in line with the formula reflected in Appendix E.

B. Longevity Pay

1. Effective September 1, 1973 the employer will pay a $1/2 longevity increment to an employee with a total of 9 years of continuous service and 5 years at the maximum of the job group will be continued.

2. Effective September 1, 1974, all employees receiving the first $1/2 longevity increment for a period of 5 continuous years in the same position will receive a second $1/2 increment.

3. Again, on the completion of another 5 continuous years of service, in the same position will receive a second $1/2 increment.

4. It should be further understood (1) that any current employee with a minimum of more than 14 years but less than nineteen continuous years of service and 10 years at the top of the salary grade will be eligible for the second longevity increment (above mentioned) effective September 1, 1974. (2) that any current employee with a minimum of 19 continuous years of service and 15 years at the top of the salary grade will be eligible for both the second and third longevity increments (above mentioned) effective September 1, 1974.
C. 10 Day Pay Period

Effective January 1, 1973 the employer will adopt a 10-day pay period instead of the current 14-day pay period.

D. Pay Periods and Pay Checks

1. The salary of each full-time member shall be paid on a bi-weekly basis. Each 10 month member shall upon written notice three weeks prior to the first pay period of each academic year have the option of receiving his salary in 21 payments (10 month basis) or 26 payments (12 month basis). Notification of this option, and a printed form for this purpose shall be given when hiring agreements are made.

2. The College will make appropriate arrangements to forward 10 month Faculty members' salary checks for pay days that occur outside the academic year, postage being absorbed by the College.

3. Any payroll deductions shall be made in uniform increments.

E. Increment Steps

1. Movement through the schedule at the rate of one increment per year to Step V shall be based on merit. Instructors and assistant professors who satisfactorily complete a year of service on Step V shall achieve Step VI the academic year immediately following.

F. Salary Schedules

1. Salary schedules for full-time Faculty, non-ranked staff and part-time employees are set forth in Appendices at the end of this agreement.

20. FACULTY RESPONSIBILITIES

Each faculty member shall include the following, in addition to his normal teaching duties, as responsibilities:

A. Maintain at least five (5) scheduled office hours per week including a minimum of one (1) office hour per day, even though no appointment has been made. The schedule shall be posted on the outside of the office door.

B. Start classes and laboratory sessions on time, and hold for the full scheduled time unless changed by the College or extenuating circumstances.

C. Notify the Department Head at his home between 6:30 and 7:30 a.m. or as soon as possible, in the event of sickness or unexpected absence; indicate the expected length of absence.
D. Attend institutes, seminars, committee meetings, and departmental meetings.

E. Proctor examinations and record grades within the time limits set by the Academic Dean.

F. Participate in such activities during the academic year as may be scheduled by the College on those days which are not scheduled, class days, or examination days.

G. Participate, as scheduled by the department, in Registration, Counseling or other assigned activities during the normal Registration periods.

H. The faculty members is urged to participate as an Advisor or co-advisor to one of the student clubs or activities.

I. Obtain approval in writing from the Department Head for a class field trip at least two (2) weeks in advance. Such approval shall not be unreasonably withheld.

J. Perform such student Advisory duties as may be assigned by the Department Head; refer all students in need of professional guidance to a Guidance Counselor.

K. Consider that full-time employment by the Erie Community College is the primary employment and outside activities should be limited so as not to impair educational effectiveness.

L. Obtain approval from the Department Head and the Associate Dean to attend off-campus meetings, conferences, seminars which occur during scheduled duty hours.

21. ACADEMIC YEAR

The academic year consists of a 150 instructional days plus registration and examination periods as defined by the academic calendar.
(See Appendices F & G)

22. EQUAL OPPORTUNITIES

1. The employer and the Faculty Federation realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the employer and the Faculty Federation to assure an equal opportunity in employment regardless of race, color, religion, sex, or national origin, political affiliation, marital status or age.
23. SAVINGS CLAUSE

1. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

24. EFFECTIVE DATE AND TERM

THIS AGREEMENT shall be effective as of January 1, 1973, and shall continue in full force and effect until midnight August 31, 1975 and thereafter, unless, at least one hundred twenty (120) days prior to any expiration date, notice to amend or terminate is given by either party to the other, in which event the agreement shall terminate on such expiration date, unless otherwise extended or modified in writing by the parties hereto.

THIS AGREEMENT constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals this 8th day of August, 1973.

FACULTY FEDERATION OF ERIE COMMUNITY COLLEGE

Michael T. Cordello
Kathleen J. Hansell
Myra A. Wisnet
Richard DePue
Peter Lesman

COUNTY OF ERIE (Erie County Executive and Erie County Legislature) and the TRUSTEES OF ERIE COMMUNITY COLLEGE

E. C. Coggin
Director of Labor Relations

El Wiggins
Chief, Board of Trustees

Approved as to Form August 1, 1973

(Handwritten Signature)

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### APPENDIX D

**PART TIME RATES**

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*Substitute and Summer Division Rate Grade XVII.*
Salary Formula - E.C.C.C. Contract

A. That for the period from September 1 to December 31, commencing September 1, 1973, each individual will receive the amounts of salary established for his job group (including appropriate increments) multiplied by 73/150.

B. That for the period from January 1, 1974, to August 31, 1974, he will receive the amount of salary established for his job group at the appropriate increment level multiplied by 77/150.

C. That the total salary as determined by following the procedure set forth in A & B above shall then be paid to employees on a 26 or 21 pay period basis.

D. That for September 1, 1974 to August 31, 1975, use procedure set forth above in A, B, and C.
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