

ARTICLE 1 – PREAMBLE

This Agreement is entered into on the date set forth below on the signature page by and between Ithaca College ("College") and Service Employees International Union, Local 200United ("Union").

The Union and the College value and respect the role of the bargaining unit faculty covered by this Agreement as essential contributors to a learning community. The parties' relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the College's students.

The parties believe in effective communication, mutual respect, and meaningful involvement of bargaining unit faculty in working towards this common objective. The Union recognizes and supports the commitment of the College to provide the very best in educational opportunities to all students. The College recognizes and respects the Union's commitment to advocating for the interest of its members as the Union's vital role in fulfilling the College's educational mission.

The nature of the parties' relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. The parties are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution or, if applicable, through the National Labor Relations Board.

The parties are committed to promoting awareness, understanding, and respect for diverse interests, opinions and experiences, and recognize the value such diversity has to the delivery of a high-quality education to every student. A culture that encourages collaboration and respect is vital to the success of the College's students and those who provide their education.

ARTICLE 2 – RECOGNITION (Full-Time)

The Ithaca College ("College") recognizes the Service Employees International Union, Local 200United ("Union") as the exclusive bargaining representative for all limited term faculty teaching with term appointments on a full time non-tenured and non-tenure track basis employed by the College at its Ithaca, New York campus but excluding full time staff, tenured and tenure track faculty, full time non-tenured and non-tenure track faculty teaching with "Notice" appointments, artists/writers/scholars in residence, deans (including associate and assistant deans), department chairs, and management employees, confidential employees, guards and supervisors and all other employees (hereinafter the "full time bargaining unit employees").

ARTICLE 2 – RECOGNITION (Part-Time)

The Ithaca College ("College") recognizes the Service Employees International Union, Local 200United ("Union") as the exclusive bargaining representative for all part-time faculty employed by the College at its Ithaca, New York campus including but limited to faculty in the titles of Lecturer or Adjunct, but excluding managerial employees, confidential employees, guards and supervisors as defined by the National Labor Relations Act, and all other employees including all full-time faculty (term appointments, tenure eligible notice appointments, non-tenure eligible appointments, and continuous appointments), faculty who teach courses at locations other than the Ithaca, New York campus, deans, provosts, department chairs, coaches, and employees who teach as part of their other employment responsibilities for the College (hereinafter the "part time or adjunct bargaining unit employees").

ARTICLE 3 – MANAGEMENT RIGHTS

A. Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right to establish, plan, direct and control the College's programs, course offerings, objectives, activities, resources, and priorities; to establish and administer policies, procedures, rules and regulations and direct and control College operations; to alter, extend, reduce or discontinue existing programs, units, schools, courses, equipment, facilities, and locale of operations; to determine or modify the type of personnel to perform duties, the number, qualifications, scheduling, responsibilities and assignment of bargaining unit faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the timing and content of evaluations, and to determine the processes and criteria by which bargaining unit faculty members' performance is evaluated; to consider evaluation of performance in determining compensation; to establish and require bargaining unit faculty members to observe College policies, procedures, rules and regulations; to discipline or dismiss bargaining unit faculty members; to exercise the option not to hire or reappoint bargaining unit faculty members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matter.

Decisions regarding what is taught, how it is taught, and who does the teaching shall be made at the sole discretion of the College.

The College shall also have the right to establish, alter or amend any practices and/or "terms and conditions of employment" not specifically covered in this Agreement.

B. The above listing of management rights is not intended to be exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College.

C. No action taken by the College with respect to management or academic rights shall be subject to the grievance procedure herein or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4 – UNION SECURITY

- A. It shall be a condition of employment that all bargaining unit faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union.
- B. It also shall be a condition of employment that all bargaining unit faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union.
- C. Except as provided below in Section D, the College shall discharge any bargaining unit faculty member covered by this Agreement upon receipt of written notice from the Union that said individual is not in compliance with paragraph A or B above. Prior to any dismissal, the bargaining unit faculty member shall be offered an opportunity within thirty (30) calendar days, following written notification from the Union to the College requesting discharge, to pay the required dues, initiations fees and/or representation fees that have not been tendered. If the faculty member fails to pay within that time period, and the Union so verifies, the College shall dismiss the faculty member, provided however that no such dismissal shall take effect during a semester in which the faculty member is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester and the faculty member will not be eligible for rehire, except in accordance with Paragraph D below, for a period of three years.
- D. In the case where an individual faculty member refuses to execute a dues deduction authorization pursuant to the Article and is not in compliance with paragraph A and B above, and where the College cannot find another qualified individual who is a unique subject matter expert to teach the course for which a subject matter expert is required in question after a timely and comprehensive search, the objecting faculty member may be rehired on a semester by semester basis, provided that after each semester, a new search for a qualified faculty member, other than the objecting faculty member, will be conducted before the objecting faculty member can be rehired without executing a dues checkoff authorization or otherwise complying with paragraphs A and B above.
- E. The College further agrees to deduct voluntary contributions made by employees to the SEIU Local 200 United Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee.
- F. Each payday, the College shall deduct from a faculty member's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Faculty member has furnished the College a written assignment executed in accordance with law. The Union will provide to the College a suitable form for the authorization of this payroll deduction and as to new faculty, the College will include that form in his/her initial employment packet.
- G. The Union shall be ultimately responsible for obtaining executed written assignments from bargaining unit faculty members. However, the College shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this agreement and by providing them with union membership and pay deduction materials supplied by the

Union. Materials voluntarily completed by the faculty member and returned to the College shall be promptly remitted to the Union.

H. Payment of Union dues and/or fees may be made via the check off procedure provided by this Article. The Union shall establish and certify in writing to the College Office of Human Resources the amount of dues and fees. The payroll deduction authorization form shall also be provided by the Union to the College.

I. On or about the 15th of the month following the deductions, monies so deducted by the College shall be transmitted by mail or electronically to the Union Treasurer or a Union designee. Such deductions shall continue until instruction to cease payroll deductions is given by the bargaining unit faculty member to the College Office of Human Resources.

J. A faculty member shall be free to revoke his/her check-off authorization at any time by notifying the College Office of Human Resources in writing. Following receipt of any check off revocation, the college shall notify the Union, in writing of the revocation.

K. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the College harmless against any and all claims, demands, actions, or proceedings by a bargaining unit faculty member arising out of or by reason of action the College takes pursuant to this Article.

ARTICLE 5 – UNION RIGHTS

- A. The representatives of the Union shall have reasonable access to the College's academic facilities for the transaction of necessary Union business relating to this Agreement so long as normal business, classroom, and other College activities are not disrupted or attempted to be disrupted.
- B. Bargaining unit members shall have access to meeting space on campus, subject to the same procedures as other campus organizations.
- C. The Union may designate bargaining unit faculty members to represent the Union and adjust grievances, process disciplinary appeals, and to hold meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement.
- D. Bargaining unit faculty members designated by the Union shall be given time to present information about the Union and Union membership to new hires contiguous with new hire orientation meetings conducted by Human Resources.
- E. The Union shall be permitted to post flyers pertaining to legitimate and appropriate Union interests pertaining to the bargaining unit on campus bulletin boards designated by the College.
- F. The College will provide a link on the Ithaca College website site index page to an Ithaca College Adjunct Union website upon request.

ARTICLE 6 – FACULTY RIGHTS

- A. Bargaining unit faculty members will follow all College policies as found in Volume II of the Ithaca College Policy Manual, including the College's policy on plagiarism and the student code of conduct as found in Volume VII of the Ithaca College Policy Manual, and the collective bargaining agreement. Bargaining unit faculty members shall not be threatened or retaliated against for holding students accountable under any College policies and syllabi which are consistent with College policy and applicable law.
- B. In the classroom, a bargaining unit faculty member's exposition shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.
- C. Expectations on syllabi, course curricula, teaching and grading responsibilities, student assignments, and other expectations shall be made available in person or in writing to the bargaining unit faculty member as soon as reasonably possible but no later than the first day of the semester.
- D. If there is a standard course syllabus or format, a bargaining unit faculty member who is teaching a course for the first time at the College shall receive from the Dean/Department Chair/Program Director, or designee, as soon as reasonably possible but no later than the first day of the semester, a copy of the standard course syllabus or format. If requested by the department, the bargaining unit member will follow the syllabus for the course.
- E. Bargaining unit faculty shall not be precluded from teaching any level or type of course based solely on their part time or bargaining unit status.
- F. The placement of bargaining unit faculty generated materials within course shells suggested or required by the College is subject to the Intellectual Property Rights policy as set forth in the All College Policy Handbook, Volume II.
- G. In speaking and writing outside of the College, a Faculty member shall not attribute his or her personal views to those of the College, unless expressly authorized in writing by the College to do so.
- H. Faculty members shall perform their assigned duties and maintain standards of professional ethics.
- I. In the classroom, faculty members shall be responsible for the maintenance of good order and the observance of College regulations. Faculty members shall prepare for their classes and conduct them in an appropriately professional manner. They shall meet classes on time, hold classes for the full period, and evaluate academic performance fairly and reasonably.
- J. Faculty members shall report promptly to their Dean/Department Chair/Program Director matters which in their reasonable judgement require potential academic or nonacademic disciplinary action against students under applicable College and School policies and procedures regarding academic integrity and codes of conduct, and shall participate or cooperate, as appropriate in any resulting student disciplinary proceedings in accordance with those policies and procedures.

ARTICLE 7 – HEALTH & SAFETY

The College and the Union are committed to providing a safe working environment for all bargaining unit faculty members. To that end, the Labor Management Committee as provided for in Article 9, in addition to its other duties, shall be responsible for considering and making recommendations on health and safety issues as they arise. In addition, bargaining unit faculty shall be included in the College's efforts to promote awareness about its Threat Assessment Program.

ARTICLE 8 – PERSONNEL FILES

- A. A bargaining unit faculty member shall have access to the bargaining unit faculty member's official personnel file, upon request with reasonable notice and frequency. Official personnel files will be maintained in a location or locations designated by the College. Copies of the materials contained in the official personnel file shall be provided to the bargaining unit faculty member upon request. Bargaining unit faculty shall be evaluated annually and such evaluations shall be placed in the official personnel file.
- B. If there are confidential materials in the official personnel file, the College and the Union shall discuss an accommodation that will protect confidentiality while providing reasonable access to the faculty member to the information pertaining to the bargaining unit faculty member.

ARTICLE 9 – LABOR MANAGEMENT COMMITTEE

- A. The College and Union are committed to a collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a Labor Management Committee.
- B. The Committee shall consist of no more than five (5) bargaining unit employee representatives designated by the Union and not more than five (5) employee representatives designated by the College. The parties also agree that an FMCS mediator may be invited to the initial Committee Meetings by either party with reasonable prior notice to the other.
- C. The Labor Management Committee shall consider and make recommendations on matters of general importance to bargaining unit faculty members and the College based on mutual agreement.
- D. The Committee shall meet at least two (2) time during each semester. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the College shall suggest agenda items two (2) weeks prior to each meeting.

ARTICLE 10 – NONDISCRIMINATION

- A. The College and the Union recognize and value diversity in the College environment, and shall be mindful of this value in all aspects of their relationship.
- B. It is the policy of Ithaca College to offer equal opportunity in all matters in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1975, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Article 15 of the Executive Law of New York State (the Human Rights Law), the Americans with Disabilities Act of 1990, and other related federal, state and local legislation, executive orders, regulations, and guidelines. The Parties agree that neither the College nor the Union shall discriminate against any person based on age, disability, marital status, familial status, national origin, race, color, religion, sex, sexual orientation, gender identity or expression, or military status any other legally protected status, or for the exercise of any rights conferred by this Agreement or the law. This policy of non-discrimination and the protected categories set forth above will automatically be amended and incorporated herein as new legislation dictates and may also be revised at the discretion of the College, provided the amendments apply to all College employees and not just the bargaining unit. The College will provide the Union with 30 days' notice of any changes.
- C. Any reference to employees in the College's Equal Opportunity and Non-Discrimination in Employment Policy is intended to be inclusive of bargaining unit members covered by this Agreement.
- D. Notwithstanding any other provision of this Agreement, the College shall have the right to take all actions necessary to comply with applicable equal employment opportunity laws, including but not limited to those set above, including but not limited to the authority to take actions deemed by the College to be necessary to effect reasonable accommodations under the disability discrimination laws. The Union and its members shall cooperate with the College's compliance obligations.

ARTICLE 11 – ACADEMIC FREEDOM

The College standards for academic freedom are based on the standards articulated by the AAUP. The College affirms that bargaining unit faculty members shall enjoy the same academic freedom as full-time faculty in the course of their classroom teaching, scholarship, research and/or creative work.

The following principles of Academic Freedom shall be applicable:

- A. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. (The intent of this statement is not to discourage what is “controversial.” Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.)
- C. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that they are not speaking for the institution.

ARTICLE 12 – NO STRIKE/NO LOCKOUT

A. The Union agrees that it will not call, instigate, engage or participate in, encourage, approve or endorse, nor will it permit any Faculty member in the bargaining unit to call, instigate, or participate in, any strike; sympathy strike; sit-down; slow-down; demonstration that interferes with or disrupts the fulfillment of their duties as educators as a result of the Union or bargaining unit Faculty members' action; withholding or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined by the National Labor Relations Act); or any interference with or stoppage of work by bargaining unit Faculty members. Any bargaining unit Faculty member engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, including discharge.

B. In the event that any bargaining unit Faculty member violates the provision of paragraph A, the Union shall immediately use every means at its disposal to persuade bargaining unit Faculty members who participate or engage in any such action to cease such action and return to full, normal and timely work, including the distribution to the bargaining unit Faculty members and the College, within twenty-four (24) hours of notice of a violation of this Article by the College to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that work stoppage or other violation is not authorized the Union and is to be terminated immediately.

C. The College agrees that it shall not lock out any of the employees covered by this Agreement.

ARTICLE 13 – GRIEVANCE PROCEDURE

A grievance is an allegation by an employee that Management has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby, or by the Union that Management has violated an express provision of this Agreement, provided however that any issue explicitly deemed not subject to the grievance procedure in this Agreement shall not be subject to this procedure. Grievances related to discrimination and/or sexual harassment are to be addressed in accordance with the procedures as set forth in Section 2.7 of volume II of the Ithaca College Policy Manual and therefore no aspect of a discrimination and/or sexual harassment matters including the College's response to a complaint and discipline is subject to this grievance procedure. An employee and the Union will first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with an immediate supervisor, department chairperson, or Dean, it will be processed as set forth below, except that a grievance based on discharge, or a Union grievance, may be initiated at Step 3 below. This shall be the exclusive College grievance procedure for employees in the bargaining unit and no other grievance procedures set forth in College policies shall apply.

Step 1

Within fifteen (15) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee or the Union may submit a written grievance to the Department Chair or administrative designee in the employee's chain of command, with a copy to the Chief Human Resources Officer and the Union. The Department Chair or administrative designee will schedule a meeting with the employee to be held within ten (10) days of receipt of the written grievance. The Department Chair or administrative designee will submit a written answer to the aggrieved employee within ten (10) days of such meeting, and provide a copy of the answer to the Chief Human Resources Officer and the Union.

Step 2

In the event the grievance is not satisfactorily resolved at Step 1, the aggrieved employee, within ten (10) days after the receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Dean in the employee's chain of command, or to the Dean's designee, with a copy to the Chief Human Resources Officer and the Union. The Dean, or designee, will schedule a meeting with the aggrieved employee, and representative of the Union, to be held not more than ten (10) days after the receipt of the Step 2 appeal. The Dean, or designee, will submit a written answer to the aggrieved employee within ten (10) days after the Step 2 meeting, with a copy to the Chief Human Resources Officer and the Union.

Step 3

In the event the grievance is not satisfactorily resolved at Step 2, the aggrieved employee, within ten (10) days after the receipt of the Step 2 answer, may submit a written grievance appeal to the Provost, or designee, with a copy to the Chief Human Resources Officer and the Union. The Provost, or designee, will schedule a meeting with the aggrieved employee and representative of the Union, to be held not more than ten (10) days after the receipt of the Step 3 appeal. The Provost, or designee, will submit a written answer to the aggrieved employee within ten (10) days after the Step 3 meeting, with a copy to the Union.

All grievances presented at Steps 1 through 3 of this Article will be in writing.

Union Representation

Copies of Written Grievance: Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Article, the College shall furnish a copy of the same to the Union. A copy of any written answer of the College under Step 1 through 3 of this Article will be forwarded to the Union simultaneously with its submission to the aggrieved employee.

An employee may be represented by a Union representative at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Article.

Arbitration

A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to the College within thirty (30) days of receipt of the Step 3 response.

Selection of Arbitrator

A request for a list of arbitrators will be made to the American Arbitration Association (AAA). A copy of the request or demand will simultaneously be served on the College. The parties will then be bound by the rules and procedures of AAA in selection of the arbitrator.

Jurisdiction of Arbitrator

The jurisdiction and authority of the arbitrator of the grievance and the opinion and notice of decision of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and College. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The Arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College and the Union. The opinion and award of the Arbitrator on the merit of any grievance adjudicated within the Arbitrator's jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

Fees and Expenses of Arbitration

The costs for the services of the arbitrator, including expenses and any administrative fees charged by AAA, shall be shared equally by the parties. Each party shall bear the expense of preparing and presenting its own case.

Time Limits

Whenever used in this article the word "days" will mean all days during the calendar year other than Saturdays, Sundays, and days designed as Holidays by the College. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended by mutual agreement of the College and the Union, for good cause shown. Such agreement shall not be unreasonably withheld.

Failure by the College to meet the time constraints at each step will result in the grievance being moved to the next step. Failure of the employee or Union to meet the time constraints at any step will result in the grievance being denied.

ARTICLE 14 – BARGAINING UNIT INFORMATION

- A. The College shall provide to the Union a preliminary list of the bargaining unit faculty members who are included in the bargaining unit for that semester, on the first pay day after the start of the semester based on the information available at that time. The College shall provide a complete updated list not later than twenty (20) days after the start of the semester.
- B. The list shall include each bargaining unit faculty member's name, employee identification number, home address, telephone number, College email address, initial hire date, department and assignment(s) for the semester (including course title(s), credits per course, and pay rate), where available.
- C. The list shall be provided electronically in Microsoft Excel to the extent possible and if not, in another electronic form.

ARTICLE 15 – INCLUSION IN ACADEMIC COMMUNITY

A. The parties recognize that faculty members covered by this Agreement make a valuable contribution to the College's academic community. Faculty members covered by this Agreement may, but are not required to, participate in the academic community in various ways, in accordance with school, department, and College procedures, such as:

1. Participating in College-wide events and activities;
2. Participating in Department and Program meetings, when invited by Department Chairs;
3. Advising or mentoring students, when assigned by Department Chair and approved by Dean or designee;
4. Participating in opportunities to develop courses in conjunction with curricular initiatives, and contributing to curricular planning and development, when assigned by Department Chair and approved by Dean or designee;
5. Being eligible for professional development programs and faculty awards and/or recognition;
6. Attending and contributing to public lectures, performances, exhibits and events;
7. Reading theses and participating on thesis committees, when assigned by Department Chair and approved by Dean or designee.

B. Faculty members' participation in these types of meetings and activities will vary depending on the purpose of the meeting or activity. Departments and programs are encouraged to invite bargaining unit faculty members to participate in meeting and activities, but Departments and Programs independently exercise discretion as to who will be invited to meetings and activities and this Agreement shall not be interpreted to limit that discretion. Departments that have regularly scheduled meetings shall invite bargaining unit faculty members in at least one meeting per semester.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

Bargaining unit faculty members may apply for professional development funding, which includes stipends for training, course development, internal research and pedagogical grants, and funding for travel related to their scholarship, artistic or professional practice which will contribute to the improvement of teaching.

The College through the Center for Faculty Excellence shall work with bargaining unit members designated by the union to provide professional development programming dedicated to the needs of bargaining unit faculty.

ARTICLE 17 – EVALUATIONS

The purpose of performance evaluations is to ensure that the bargaining unit faculty member's efforts align with the College's mission and expectations for quality teaching practices. In addition, such evaluations can be used to improve instruction; to aid in determining the retention of bargaining unit faculty; to aid in deciding promotional considerations, if applicable, and to provide information used in deciding upon teaching assignments. The Department Chair, Program Director, Coordinator or designee has the overall responsibility for the evaluation of bargaining unit faculty members. This may include, but not be limited to, the following:

- a. Reviewing all student evaluations, syllabi and applicable course materials, examining student assessment methods, and observing teaching to evaluate teaching effectiveness. The Chair, Director, Coordinator or designee may also take into consideration any student complaints and commendations, both written and oral, about a faculty member's performance as well as any materials submitted by the bargaining unit faculty member.
- b. Student Evaluations: Every faculty member shall be evaluated by students in each class each semester, using course evaluation processes and forms consistent with the department, School and College procedures. At the end of each semester, the Department Chair, Coordinator or designee will review the course evaluations and provide feedback to the faculty member. The parties agree that student evaluations will not be the sole item used to evaluate the bargaining unit member's performance, all student evaluations, syllabi and applicable course materials, examining assessment tools/methods and observing teaching to evaluate teaching progress/effectiveness will be used.
- c. In order to assess teaching effectiveness, the Department Chair, Director, Coordinator or designee may observe a class of the bargaining unit faculty member. The classroom observation shall be in accordance with the department or School procedure for classroom visits. The Department Chair, Director, Coordinator or designee shall write a summary of any classroom visit and provide the bargaining unit faculty member a copy of the written summary and review observations within two weeks after the observation. The Department Chair, Coordinator, or designee will meet with the faculty member upon request within a reasonable time after the observation. The faculty member is free to add their own comments about the observation summary. Such summary by the Department Chair, Director, Coordinator or designee, as well as any comments by the faculty member, shall become part of the faculty member's personnel file.
- d. Any written performance evaluation will become part of the personnel file.

ARTICLE 18 – DISCIPLINE & DISCHARGE

Section 1. Discipline and discharge of bargaining unit faculty will be for just cause. Bargaining unit faculty will generally be progressively disciplined, but the College may warn, reprimand, demote, suspend or discharge employees without first providing progressive discipline if the circumstances are severe enough to warrant.

Section 2. In addition to any discipline imposed, the College may require reasonable remedial measures (such as training), when appropriate.

Section 3. A bargaining unit member may request that a Union representative be present in any meeting which may lead to discipline or where discipline is to be administered.

Section 4. A performance review and the feedback therein is not disciplinary in nature. The parties acknowledge, however, that poor performance may be grounds for discipline or discharge in accordance with the just cause standard set forth above.

Section 5. Unless terminated earlier for cause, each assignment ceases at the end of the designated appointment. The expiration of an assignment will not be considered discipline or discharge and will not be subject to the just cause standard, but instead will be subject to the provisions of Article 22 Appointments and Assignments.

ARTICLE 19 – ACCESS TO SERVICES/DEPARTMENTAL SUPPORT

Section 1. New bargaining unit faculty members will be provided a new faculty member orientation at the beginning of the term, where they can be introduced to the procedures and relevant campus resources necessary to do their job.

Section 2. Any written departmental Mission Statements, faculty handbooks, guidelines or procedures, to the extent they exist, shall be made available to the bargaining unit faculty member before the beginning of the course, with updates as available.

Section 3. If the bargaining unit faculty member is authorized by the College to purchase supplies, materials and/or software for a course in accordance with Departmental and/or College policy, they will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

Section 4. All proposed course-related field trips must be approved in advance by the relevant department or program chair, and if approved, bargaining unit faculty members must abide by applicable guidelines and policies relating to such field trips. If a faculty member receives written authorization to cover the costs of the approved field trip or similar expenses, they will be promptly reimbursed, upon submission of a receipt or other documentation of the approved expense.

Section 5. To the extent available, bargaining unit faculty members shall have access in the department to computers with Internet access, printers, photocopying, tech support and clerical/administrative support in order to prepare for classes and serve students. Bargaining unit faculty members who teach after 5:00 pm and on weekends will have access to office facilities and services in order to prepare for classes. Bargaining unit faculty members will be provided a key to their classrooms or other form of access upon request in accordance with the College policy. Property and equipment access and use by bargaining unit faculty shall be in accordance with College policies.

Section 6. Bargaining unit faculty members shall be provided with individual mailboxes in each department to receive student papers, campus and other mail.

Section 7. Bargaining unit faculty members shall have access to email and free Wi-Fi on campus for the term of their appointment, and will not lose such access between semesters, including over the summer, unless notified of non-reappointment. In the case of non-reappointment, email will continue for eight (8) months after the date of non-reappointment, provided that email will not be maintained in situations where a faculty member is terminated for cause and provided further that in situations where a faculty member has not been reappointed, that will be communicated in responding to email being maintained under this provision during the eight month period.

Section 8. Bargaining unit faculty members shall have access to appropriate space to prepare for class, and meet with students, and the parties recognize instances arise with students that require an immediate need for confidential space and if confidential space is needed and not readily available to the faculty member, confidential space shall be made available as soon as practicable for a meeting or meetings with students upon request by the faculty member.

Section 9. Bargaining unit faculty members shall have full access to library services for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment. Bargaining unit faculty who retire are eligible to apply for an affiliate card and will be able to access

library services in accordance with the terms of that card as may be determined in the College's discretion.

Section 10. Bargaining unit faculty will be welcome to participate in available training and/or guidance in teaching methods and grading criteria, curriculum development, assistance in understanding the learning styles and expectations of the College.

Section 11. Bargaining unit faculty will be granted appropriate class space, equipment and conditions to teach their classes on the same terms as full time, non-bargaining unit faculty.

ARTICLE 20 – PAY DAY (Full-Time)

Section 1. A bargaining unit faculty member shall be paid on a timely basis, in accordance with the College's normal business operations, for the teaching and other comprehensive duties performed, provided the bargaining unit faculty member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Full time bargaining unit faculty who are teaching on annual appointment shall be provided with the option to receive their pay on a semi-monthly basis over either 12 months or 9 months.

Section 3. Bargaining unit faculty members shall receive an itemized pay stub, in paper or electronic form at the College's discretion. The precise payday shall be the same day set for all faculty, except that faculty on a single semester contract will not receive a paycheck on January 15.

ARTICLE 20 – PAY DAY (Part-Time)

Section 1. A bargaining unit faculty member shall be paid on a timely basis, in accordance with the College's normal business operations, for the teaching and other comprehensive duties performed, provided the bargaining unit faculty member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2. Bargaining unit faculty members shall receive an itemized pay stub, in paper or electronic form at the College's discretion. The precise payday shall be the same day set for all faculty, except that faculty on a single semester contract will not receive a paycheck on January 15 and part time bargaining unit faculty shall be paid on a 9 month basis.

ARTICLE 21 – GOVERNANCE

The parties agree that all faculty share a common interest in governance. Bargaining unit faculty should have access to College governance with any participation in governance or continued participation of bargaining unit faculty arising solely from department and school procedures or the bylaws of all College faculty governing body. In any case, bargaining unit membership or status should not prohibit an individual faculty member from such participation, provided however that the governing documents may restrict participation based on part time and non-tenured or non-tenure track status, or any other status other than bargaining unit membership. In the case of any elected positions, the parties will encourage the governance body to take reasonable steps to ensure that all applicable bargaining unit faculty receive nomination forms and ballots.

ARTICLE 22 – APPOINTMENTS AND ASSIGNMENTS (Full-Time)

- A. Seniority shall be defined as continuous length of service in which a bargaining unit faculty member taught full time. If a faculty member teaches on a part-time basis in the other bargaining unit, the bargaining unit faculty member can accrue seniority by aggregating courses so that 8 part time courses equals one year of seniority. The effective start date of accrual for part time courses is the fall of 2013. Seniority will only be considered in whole years. Approved breaks in service for leave of absence shall not result in a loss of seniority.
- B. The College reserves the right to determine whether instructional needs are covered by part-time per credit, term, full time continuing, tenure eligible, or tenured faculty. When hiring a full time term bargaining unit faculty member, the College shall retain the right to determine whether to hire a full time term bargaining unit faculty member for a limited duration of one (1) semester or for one (1) year in order to cover a sabbatical, cover a leave of absence or for other legitimate reasons to meet departmental needs. When the College decides to offer the opportunity to teach the courses of another member of the faculty on leave or sabbatical to current qualified bargaining unit employees if there is more than one (1) qualified bargaining unit faculty member, the opportunity to teach the courses shall be offered in order of seniority.
- C. Where there is full-time instructional need either on a semester or full year basis, Department or Program directors will inquire as to full-time term bargaining unit faculty member's interest in teaching. Such inquiry will take place no later than the first day of the Spring semester according to the official academic calendar for the following academic year beginning in the fall semester, although it is acknowledged that in some cases need will become apparent after that date. If more than one bargaining unit member is qualified for and interested in the assignment, the offer of appointment will be made in order of seniority.
- D. A full time term bargaining unit faculty member who is provided an appointment letter shall notify the Department or Program of the acceptance of the appointment in writing within ten (10) calendar days of receiving notice of assignment from the Department or Program. Upon mutual agreement between the Department Chair or designee and the faculty member, a longer period for response may be afforded to the faculty member to accept a position.
- E. If a full-time term bargaining unit faculty member has an assigned course cancelled due to lack of enrollment, the department shall notify the bargaining unit faculty member of the cancellation as soon as possible but no later than two (2) business days after the cancellation decision is made. In the case of course cancellation, the full time term bargaining unit faculty member may be offered an alternative course that has not been assigned to another bargaining unit faculty member, provided the College determines that the bargaining unit faculty member is qualified to teach the course. The College shall make every reasonable effort to avoid the cancellation of the course or reassign the full time term bargaining unit faculty member to teach an alternative course. If a course is not available, the department will assign an alternate responsibility (instructional, advising, service, etc.) that would be typical for a full-time faculty member and that would constitute a full workload.
- F. Full time term bargaining unit faculty members may provide input to the department on what courses they would like to teach and they may also propose new courses, programs, or seminars to the department.

G. Full time term bargaining unit faculty members shall have the same intellectual property rights as tenured and tenure-track faculty in accordance with College Policy.

H. Full time term bargaining unit faculty members shall not be limited in the number of courses they can teach per semester or per academic year in the College's discretion.

I. Department Chairs or designees shall meet, on request, with a full time term bargaining unit faculty member to discuss the bargaining unit faculty member's qualification to teach other courses.

J. When courses become newly available that are being considered to be covered by a bargaining unit faculty member and they are not already assigned to any bargaining unit faculty member, such courses may be offered to a qualified bargaining unit faculty member who has had a course cancelled pursuant to Section E above. If no bargaining unit faculty member has a course cancelled and where there is more than one bargaining unit faculty member with approximately equal merit and ability, the course will be offered to the senior bargaining unit faculty member who is qualified to teach the course.

K. Nothing in this article shall preclude full time term bargaining unit faculty members from being offered courses that are added to the schedule after June 1 for the following academic year.

L. Full time term appointments are those that are needed by the College to fill vacancies created by leaves, to respond to short-term enrollment or curricular needs, or to staff programs supported by time-limited funds. They must be approved by the planning unit/department, the dean, the provost & VPEA and the president. Full-time term appointments are designed as non-renewable.

In some cases, faculty on one year appointments may be continued for more than one year. If the full time term position is continued after one year, reappointment rights will be governed by Sections M and O. Commencing in Academic Year 2017-18, in those cases after which a faculty member has been on a continuous one-year appointment for three years, the College will assess the suitability of continuing the line, converting it to another type of line, or discontinuing the line. If a new tenure track or NTEN position replacing the term position is created, bargaining unit members will be free to apply for the position and will be given the consideration in Paragraph P during the ensuing search. If after three years of continuous appointments a term appointment is continued, reappointment rights will be governed by Section M and O and the faculty member will be eligible for a two year term appointment:

Full Time Term Faculty Members:

<u>Full time Teaching Seniority</u>	<u>Eligible Term Appointment</u>
1 to 3 years of Full Time Teaching Seniority	One Year Term
Greater than 3 Years Full Time Teaching Seniority	Two Year Term
Greater than 5 Years Full Time Teaching Seniority	Three Year Term

After three years of faculty reappointment, if the position is discontinued, the College will not replace the position with two or more part time positions for the same instructional needs unless a valid

operational need exists for replacing the full time position with more than one part time position. For purposes of this section, budgetary considerations will not be the sole operational need.

M. Reappointment shall be at the discretion of the College based on the bargaining unit faculty member's teaching effectiveness, and other factors including but not limited to enrollment, institutional need, and budget considerations. A decision to appoint a faculty member to a successive term appointment will be assessed and communicated by March 1 if known.

O. Full time faculty may be terminated or disciplined during the term of their appointment, or not reappointed, for just cause for serious misconduct or neglect of duties.

P. Full time term bargaining unit faculty members shall be given an interview and receive consideration when applying for new faculty positions (either within or outside of the bargaining unit) for which that member is minimally qualified. College and Department specific experience shall not be excluded from consideration for the position. Evaluations generated during the bargaining unit faculty member's term of appointment can be submitted for consideration during the search. It shall not be considered a per se conflict of interest for a person who has submitted an evaluation or recommendation on behalf of the faculty member to serve on the selection committee, provided the bargaining unit faculty member is willing. The recruitment and selection of candidates for bargaining unit faculty will conform to the equal opportunity and affirmative action policies and procedures of the College.

Q. The holder of a term appointment is not eligible for tenure, de facto tenure, or tenure by estoppel. The holder of such appointment does not accrue any time toward tenure eligibility in this position, or other positions, at the College, except by agreement with the Dean, the faculty member, and with the approval of the Provost.

R. The holder of a term appointment is not precluded from consideration for a full time continuing appointment if one becomes available. However, movement into such a position is considered a new position that requires the holder to apply for the position that is posted.

ARTICLE 22 – APPOINTMENTS AND ASSIGNMENTS (Part-Time)

- A. Seniority shall be defined as continuous length of service in which a part-time faculty member taught at least one (1) course in each academic year from the original date of hire at the College. Approved breaks in service for leave of absence shall not result in a loss of seniority. Approved breaks in service for leave of absence shall not result in a break in continuous services for purposes of Paragraph L (but shall not count toward service).
- B. Where there is no full time faculty member available to teach a course, the College shall retain the right to determine whether to hire a part-time faculty member for limited duration of one (1) semester or one (1) year in order to cover a sabbatical, leave of absence or for other legitimate reasons to meet Departmental needs. If there is more than one (1) equally qualified part-time faculty member, then the opportunity to teach the courses shall be offered in order of seniority; if the part time faculty members are not equally qualified, then the opportunity will be offered to the more qualified part time faculty member.
- C. Part-time faculty members shall be solicited by the Department or Program as to their interest in receiving a course assignment(s) no later than October 1 for the following fall semester and March 1 for the following spring semester in which the assignment is offered. Qualified part-time faculty members may be offered additional course assignments, above their current course load; equally qualified part time faculty members may be offered additional course assignments in order of seniority.
- D. The Department or Program shall notify the part-time faculty member of their course assignments, in writing, by July 1 when possible for the fall semester and December 1 when possible for the spring semester. Formal notice of course assignments shall be provided by the College no later than July 1, or as soon as possible for the fall semester and December 1, or as soon as possible for the spring semester. Nothing in this article shall preclude part-time faculty members from being offered courses that are added to the schedule after July 1 for the fall semester and after December 1 for the spring semester.
- E. A part-time faculty member who is provided notice of course assignment(s) for a semester shall notify the Department or Program of the acceptance of the assignment(s) within ten (1) business days of receiving notice of assignment from the Department or Program. Upon mutual agreement between the Department Chair or designee and the faculty member, a longer period for response may be afforded to the faculty member to accept a position.
- F. If a part-time faculty member's assigned course is cancelled due to lack of enrollment, the department shall notify the part-time faculty member of the cancellation as soon as possible. In the case of course cancellation, the part-time faculty member may be offered an alternative course that has not been assigned to another part-time faculty member, provided that the part-time faculty member is qualified to teach and provided further that equally qualified part time faculty members will be offered additional course assignments in order of seniority. If a course is cancelled within 30 days prior to the start of the academic semester, the faculty member will be paid a cancellation fee of \$1,300 per three credit course and pro rated amounts for courses with lesser credits.
- G. Part-time faculty members may provide input to the department on what courses they would like to teach. Part-time faculty members may propose new courses, programs or seminars to the department.

H. Part-time faculty members shall have the same intellectual property rights as full time faculty in accordance with College policy.

I. Notwithstanding any provisions in this Article, the College shall not be required to assign a bargaining unit faculty member a course load of 58 percent or more of a full time load in the unit in any academic year. The College shall be permitted to assign a bargaining unit faculty member a course load of 58 percent or more of a full time load in the unit in any academic year in its discretion. Current part time faculty members who are benefits eligible will not be reduced below 58 percent or more of a full time load except in accordance with paragraph O below.

J. Department Chairs or designees shall meet, on request, with a part-time faculty member to discuss the part-time faculty member's qualification to teach other courses.

K. When courses become newly available that are not assigned to any part-time faculty member, part-time faculty members who are currently on contract will be notified via email. Part-time faculty members at Ithaca College may apply to teach such courses. The course will be offered to the most qualified applicant in the judgment of the College, subject to the load limits above; if two candidates are equally qualified, then the course will be offered in order of seniority subject to the load limits set forth above.

L. Where patterns of enrollment are known, part-time faculty members shall be eligible for appointment and reappointment as follows:

0-3 Years of Continuous Appointments (single semester or both semesters) at the College	Semester appointments
Greater than 3 Years of Continuous Appointments (both semesters) at the College	2-year appointments (both semesters)
Continuous appointments for greater than 3 consecutive Years (not all semesters over the period)	Two Year single semester appointment at a minimum and possible appointment for both semesters if need warrants

The College may offer a longer appointment in its discretion. All appointments are subject to enrollment and individual course assignments are not guaranteed if enrollment is insufficient and faculty will not be paid for courses that they do not teach, including courses cancelled for low enrollment or any other reasons set forth in Section P, subject to the cancellation fee provisions of paragraph F. If a faculty member is not reappointed at the end of a reappointment period, the faculty member and the Union shall normally be notified no later than June 1 if the termination is effective for the following fall semester of November 1 if the termination is effective for the following spring semester.

M. Reappointment during the first three (3) years of appointments shall be at the discretion of the College.

N. Starting with the fourth year and subject to Paragraph O below, a part-time faculty member's course assignments shall be based on the number of courses taught in the previous three (3) years.

O. Re-appointment may be denied and/or course loads reduced after three (3) years of continuous appointments at the College, including course load reductions during the term of an appointment, only in the following circumstances:

- a. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester or beyond;
- b. The hiring of a new full-time faculty member that absorbs existing courses taught by part time faculty;
- c. Cancellation of a course(s) in the College's discretion for low enrollment;
- d. Elimination or decrease in courses due to changes in General Curriculum requirements or major or minor or program offerings;
- e. Just cause for discharge for poor performance by the part-time faculty member;
- f. Discharge for just cause misconduct or neglect of duties.

P. Bargaining unit faculty members shall be given an interview when applying for new faculty positions (either within or outside of the bargaining) for which that member meets the minimum posted qualifications.

ARTICLE 23 – BENEFITS

A. Health Insurance Benefits

Bargaining Unit Faculty Members who are benefits eligible, as defined by the College in its discretion, and as eligibility may be modified, amended or terminated by the College from time to time, shall be eligible for participation in the medical, dental, vision, life, and disability coverage on the same terms as full-time employees at the College.

B. Retirement Benefits

Bargaining unit faculty members shall be eligible to make voluntary contributions to the College's Voluntary Retirement 403(b) Plan. Faculty Members may make contributions, on a pre-tax basis, and choose to invest the contributions in the same investment options offered to full time faculty. Bargaining unit faculty members are one hundred percent (100%) vested in their contributions to the Voluntary Retirement 403(b) Plan at all times. Benefits eligible bargaining unit faculty shall be eligible for College contributions to the College 403(b) plan on the same terms as other full time faculty, as may be amended, modified or terminated by the College from time to time in its discretion.

C. Tuition Remission

Bargaining unit faculty members who are benefits eligible, as defined by the College in its discretion, and as eligibility may be modified, amended or terminated by the College from time to time, shall be eligible for tuition remission, including the cash award, for themselves and their dependents on the same basis as full-time employees at the College, as may be modified, amended or terminated by the College from time to time.

D. Other Benefits

1. Bargaining unit faculty members shall continue to be eligible for the following benefits on the same terms as afforded all full time faculty, and as eligibility may be amended, modified or terminated by the College in its discretion from time to time:

- All Library services including inter-library loan
- Free use of all athletic facilities
- Free faculty/staff permit parking
- Discounts offered to other College employees as detailed on the HR web site
- Free TCAT (bus) pass

2. **[Full Time]** Eligibility for Mind, Body, Me wellness program on the same terms as other full time faculty, and as eligibility may be amended, modified or terminated by the College in its discretion from time to time.

[Part Time] Eligibility for Mind, Body, Me wellness program on the same terms as other full time faculty, and as eligibility may be amended, modified or terminated by the College in its discretion from time to time after one (1) semester of appointment and provided appointment is continuing.

ARTICLE 24 – COMPENSATION (Full-Time)

- A. Bargaining unit term faculty make an essential contribution to the College's student-centered mission which includes a commitment to excellence in teaching. Bargaining unit term faculty are expected to meet the same teaching standards as all other faculty members for the courses assigned.
- B. Effective August 2017, the salary for newly hired full time per course faculty shall be set by the College based on market factors, including the discipline being taught, degree status of the faculty member, etc.
- C. Effective August 2017 and in subsequent academic years, faculty who have previously taught in a full time role at the College and who have not served as full time faculty in the prior academic year, shall receive their prior full time salary from their last appointment, and will receive an increase equal to the College wide increment. The College may afford greater increases in its discretion.
- D. Effective August 2017, bargaining unit term faculty, if reappointed for another year as indicated in Article 22, will receive an increase equal to the College wide increment. Effective August 2018, bargaining unit term faculty, if reappointed for another year as indicated in Article 22, will receive an increase equal to the College wide increment. Effective August 2019, bargaining unit term faculty, if reappointed for another year as indicated in Article 22, will receive an increase equal to the College wide increment. The College may afford greater increases in its discretion.

ARTICLE 24 – COMPENSATION (Part-Time)

1. Wage minimums (rate are for three credit courses – faculty compensated on a per credit hour rate basis will receive the per credit hour rate achieved by dividing the three credit hour rate set forth below by three)

Effective 1/1/17 -- \$4,600 per three credit course

August 2017 -- \$4,975 per three credit course

August 2018 -- \$5,100 per three credit course

August 2019 -- \$5,225 per three credit course

- The parties agree that no bargaining unit faculty member shall have their pay reduced as a result of the implementation of this agreement.
- For faculty who make more than the minimum, they will receive either the minimum above or their current wages plus an increase equal to the College wide increment.

ARTICLE 25 – COMPLETE AGREEMENT / MERGER

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of this Agreement and the College and the Union agree to meet and negotiate regarding the invalidated provision(s).

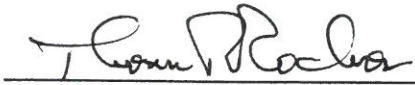
Except as otherwise provided herein, this Agreement constitutes the entire Agreement between the parties governing all mandatory and permissive subjects of collective bargaining set forth herein. It supersedes all oral or written agreements heretofore made on the subjects set forth herein and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties. The parties agree that in negotiations leading to this Agreement, each had the full opportunity to present and discuss all subjects.

The failure of either party to insist upon performance of the terms and conditions of this Agreement by the other in any one (1) or more instances shall not be construed as a waiver or relinquishment of the rights of either party to expect and require future performance of any such terms and conditions by the other. Notwithstanding any such failure, the obligations of the parties to such future performance of its terms and conditions shall continue in full force and effect.

ARTICLE 26 – DURATION

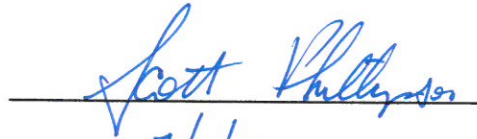
This Agreement will be in full force and effect until its expiration on May 31, 2020. The Agreement shall continue thereafter from year to year unless written notice of intent to terminate this Agreement is served by either party on the other no later than sixty (60) days prior to the expiration date or any anniversary date if the Agreement is automatically renewed, in which event this Agreement shall terminate at midnight on May 31, 2020 or any anniversary date if the Agreement is automatically renewed, unless renewed or extended at that time by the mutual, written Agreement signed by the parties.

ITHACA COLLEGE



Date: June 23, 2017

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200UNITED



Date: 7/11/17

MEMORANDUM OF UNDERSTANDING (Part-Time)

The parties agree that any current part time faculty member in the bargaining unit who currently has a special arrangement with respect to employee benefits prior to ratification will continue to receive that arrangement as long as the same conditions that lead to the arrangement (e.g. workload, commitments, College needs, etc.) continue to exist.

s/ Peter A. Jones

s/ John Longtin

For the College

For the Union

February 2, 2017

February 2, 2017

LETTER OF AGREEMENT (Part-Time)

The parties agree that the current practice of compensating bargaining unit members teaching Art for 4 credit hours per course will be grandfathered for current bargaining unit members only. In addition, the current practice where teaching credit hours do not match student/contact credit hours in other departments, will be grandfathered for current bargaining unit members only. Nothing will preclude or require the College from offering these arrangements to new hires after the date of this Agreement.

s/ Peter A. Jones

s/ John Longtin

For the College

For the Union

March 26, 2017

March 26, 2017