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ARTICLE I  
PREAMBLE

This is an agreement effective June 1, 2008, by and between Utica College (hereinafter called the employer or the College) and Utica College’s Chapter of American Association of University Professors (hereinafter called AAUP-UC). In reference to the Chief Administrative Officer of the College, whenever the term President is used in this Agreement, the parenthetic (or designee) is automatically deemed a part of the term.

ARTICLE II  
PURPOSE AND INTENT

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

ARTICLE III  
RECOGNITION

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

All full-time faculty members including non-tenured faculty members employed under terminal contracts; Librarians I, II, or III; academic Program directors; Coordinators; and Department Chairs; Higher Education Opportunity counselors and coordinators; field work counselors employed by Utica College, but excluding all part-time faculty members; visiting and exchange faculty and librarians; non-professional employees; administrative personnel; coordinators of clinical, fieldwork, or internship education who are not full-time ranked faculty members; Dean of the Faculty; Associate Deans and Deans of Academic Schools; Assistant Vice Presidents for Academic Affairs; Area Heads; Vice President for Student Affairs and Dean of Students; Director of the Library; Director of the Higher Education Opportunity Program; and all guards and supervisors as defined by the National Labor Relations Act; and all other employees.

ARTICLE IV  
MANAGEMENT RIGHTS

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

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ARTICLE V  
AGREEMENT SUBJECT TO APPLICABLE LAW

In the event any applicable law or court or administrative order or ruling shall be in conflict with any provision of the Agreement, the provision in such conflict shall be made by mutual agreement to conform to the law, order, or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE VI  
NONDISCRIMINATION

The College affirms its commitment to Equal Opportunity/Affirmative Action and will not discriminate against any employee or applicant for employment, or any AAUP-UC member because of race, creed, color, age, national origin, sex, sexual preference, disability, disabled veterans, veterans of the Vietnam era, marital status, lawful political activity (assuming such activity or affiliation does not conflict or interfere with performance of College duties), or the employee’s activity in the AAUP-UC, to the extent that discrimination is prohibited by law.

The AAUP-UC agrees to support the College’s commitment to non-discrimination as described above.

ARTICLE VII  
ACADEMIC FREEDOM

The bargaining unit member is entitled to freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

The bargaining unit member is entitled to freedom in the presentation of classes in discussing his/her subject but shall avoid the persistent introduction of controversial matter that has no relationship to his/her subject.

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

ARTICLE VIII  
GOVERNANCE

A. *FACULTY SENATE COMMITTEES*

The parties agree that academic governance will rest in the Faculty Senate, as constituted in its by-laws as adopted on June 6, 2000, or subsequently amended. Accordingly, the College recognizes the right of the faculty to exercise that governance through the Faculty Senate, which will include, but not be limited to, the following committees as constituted in the by-

1 laws of the Faculty Senate and with authority to make recommendations to the President  
 2 either directly or through the Faculty Senate or the Dean of the Faculty as specified in its by-  
 3 laws:

- 4 1. The Academic Standards Committee shall review and recommend on matters  
 5 related to academic standards, including but not limited to, academic credit,  
 6 grading, and academic standing of students. The Faculty Senate may establish  
 7 a separate committee to review and recommend on matters related to graduate  
 8 academic standards, including but not limited to, academic credit, grading,  
 9 and academic standing of students.
- 10 2. The Curriculum Committee shall consider, study and make recommendations  
 11 regarding any matters related to the curriculum of the College.
- 12 3. The Faculty Affairs Committee shall receive, consider, and recommend to the  
 13 President on all matters related to permanent appointment, tenure, promotion,  
 14 and emeritus status of faculty members or librarians.
- 15 4. The Faculty Resources Committee shall consider and recommend on matters  
 16 relating to faculty resources and professional development, including but not  
 17 limited to College grants and awards.
- 18 5. The Professional Development Committee shall review tenured faculty  
 19 members periodically and make summative and formative recommendations  
 20 to the candidate and the Dean of the Faculty.

21  
 22  
 23  
 24  
 25  
 26 The parties to this contract agree to consultation between themselves regarding  
 27 the impact of any proposed dissolution of the Faculty Senate; furthermore in that  
 28 event the parties agree to meet and negotiate regarding the duties and  
 29 responsibilities of the Committees of the Faculty Senate and the impact of such  
 30 dissolution upon the terms and conditions of employment of members of the  
 31 bargaining unit.

32  
 33 *B. OTHER COMMITTEES*

34  
 35 1. EXECUTIVE COMMITTEE

36  
 37 An Executive Committee constituted by the AAUP-UC will consider and develop  
 38 proposals with respect to the academic and student programs of Utica College that  
 39 are not the concern or responsibility of any standing committee as outlined in this  
 40 Agreement. The Executive Committee may report its deliberations and  
 41 recommendations directly to the President or through any appropriate  
 42 representative body. Nothing in this understanding shall preclude the  
 43 recommendation or deliberation of committees not outlined in this Contract from  
 44 presenting their findings to the President.

45  
 46 The members of the AAUP-UC Governing Board as elected and/or appointed by  
 47 the members of the Bargaining Unit will constitute the Executive Committee.  
 48 Members of the Executive Committee may serve on one other standing committee  
 49 with the exception of the Grievance Officer who may not serve on the Faculty  
 50 Affairs Committee.

51

2. HEARING COMMITTEE

The Hearing Committee shall consist of five members of the Bargaining Unit elected as determined by the AAUP-UC. [At least three members shall be tenured members of the faculty.] Upon written request of the affected bargaining unit member to the chairperson of the Hearing Committee, the Committee shall review (1) cases in which there is an allegation of violation of academic freedom as defined in this Agreement, (2) cases in which there is an allegation that the procedures for renewal/non-renewal of appointment, tenure, or promotion employed by the Faculty Affairs Committee or the President of the College were inconsistent with the provisions of this Agreement, or (3) appeal of decisions of dismissal for cause for faculty with continuous tenure, as described in Article IX, F.

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

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

C. CONSULTATION

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

ARTICLE IX
FACULTY

A. APPOINTMENTS AND REASSIGNMENTS

Requests for new positions or replacements for faculty positions may originate with School Deans, Area Heads, Department Chairs, Program Directors, Coordinators, or faculty within the discipline in which the position is sought, or the President. The request shall be in writing and contain justification for the position as well as the academic qualifications required for the position. The approval of the President is required before the appointment can be made.

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



1  
2 If a faculty member's request for reassignment to a different School is approved by the  
3 President after consultation with the affected Schools, the faculty member's promotion and  
4 tenure recommendations will be made by the tenured faculty of the School to which the  
5 faculty member has been reassigned provided said faculty first receives written input from  
6 both the School Dean and the tenured faculty of the School from which the faculty member  
7 has been reassigned.

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

#### 16 17 *B. RENEWAL OF APPOINTMENTS*

18  
19 The recommendation to the Dean of the Faculty and the President to renew or not to renew  
20 an appointment in the first three (3) years of a faculty member's service at the College is the  
21 prerogative of his/her School Dean after consultation with the tenured faculty of the School  
22 in a meeting called for that purpose. The recommendation is subject to the approval of the  
23 President. In cases where non-renewal is recommended, the affected bargaining unit member  
24 shall have the right to present his/her case in person to the President. Declaration of intent to  
25 present his/her case to the President must be made, in writing, within ten (10) working days  
26 of notification of non-renewal of appointment. The affected bargaining unit member shall  
27 have the right to request the assistance of another bargaining unit member in presenting  
28 his/her case to the President.

29  
30 Notice of non-reappointment, or of intention not to recommend reappointment, is to be given  
31 in writing in accordance with the following standards:

- 32  
33 1. Not later than March 1 of the first year of service, if the appointment expires at the  
34 end of that fiscal year.
- 35  
36 2. Not later than December 15 of the second year of service, if the appointment expires  
37 at the end of that fiscal year.
- 38  
39 3. At least twelve months before the expiration of an appointment after two or more  
40 years in the institution.

41  
42 A faculty member in his or her fourth or fifth year of service at the College whose renewal of  
43 appointment is not recommended may, upon the affected faculty member's request, have his  
44 or her case considered by the Faculty Affairs Committee provided that such request be made  
45 to the Faculty Affairs Committee, in writing, within ten (10) working days of notification of  
46 non-renewal of appointment. An individual who has elected to accept two or three years  
47 credited service upon appointment has waived the right to a Faculty Affairs Committee  
48 review of a negative decision for renewal in the fourth or fifth year of credited service at the  
49 College. The President's decisions are not subject to appeal to the Board of Trustees.

50  
51  
52

1 C. *TENURE*  
2

3 Tenure is the granting of a continuing appointment at Utica College to the faculty members  
4 represented by the AAUP-UC who have served a probationary period and who have met the  
5 criteria outlined in this section. Tenure may be terminated for financial exigency,  
6 discontinuation of academic programs, or for adequate cause. In the case of termination of  
7 tenure for cause, the burden of proof by the standard of clear and convincing evidence  
8 concerning the cause rests with the College.  
9

10 The maximum probationary period for tenure at Utica College is seven continuous years  
11 excluding authorized leave. Notice should be given at least one year prior to the expiration of  
12 the probationary period if the faculty member is not to be continued in service after the  
13 expiration of that period. Leaves of absence are not normally considered as periods of service  
14 in rank. However, if persons have received leaves under conditions they feel should afford  
15 them consideration of time in rank credit based on the academic merit of the particular  
16 experience associated with the leave, they may apply to the Faculty Affairs Committee for its  
17 approval of such credit prior to the commencement of the leave. The Faculty Affairs  
18 Committee will forward its recommendation to the Dean of the Faculty and President for  
19 their approval. The decision of the Dean of the Faculty and President is final and not subject  
20 to appeal.  
21

22 Candidates who were not granted time in rank credit prior to beginning a leave based on the  
23 academic merit of their leave experience may not request that it be granted retroactively.  
24 Candidates having been granted time in rank credit based on the academic merit of their  
25 leave experience will be bound by the original decision of the Dean of the Faculty unless  
26 demonstrable extenuating circumstances intervene during the period of the leave preventing  
27 performance of their intended leave experience. Requests for such consideration must be  
28 made to the Faculty Affairs Committee as soon as practicable. The Faculty Affairs  
29 Committee will forward its recommendation to the Dean of the Faculty and President for  
30 their approval. The decision of the Dean of the Faculty and President is final and not subject  
31 to appeal.  
32

33 The probationary period gives candidates time to prove themselves and their colleagues time  
34 to observe and evaluate the candidates on the basis of performance in their position rather  
35 than only on the basis of education, training, and recommendations.  
36

37 1. Procedures  
38

39 Faculty members under consideration for tenure are obliged to follow the steps delineated  
40 in the "Candidate Responsibilities" section of the document titled "Procedures for the  
41 Consideration of Faculty for Tenure" then in effect. The appropriate School dean will  
42 make the above-mentioned document available to affected bargaining unit member(s) in  
43 accordance with the procedure outlined by the Faculty Affairs Committee in said  
44 document. To help in its deliberations the Faculty Affairs Committee will receive a  
45 recommendation from the relevant School Dean, who may appear before the Committee,  
46 a recommendation from the tenured faculty of the candidate's School, relevant materials  
47 submitted by the candidate, and any other materials deemed necessary by the Committee.  
48

49 The Faculty Affairs Committee recommends to the President that tenure be granted or  
50 denied. In the event of an irreconcilable disagreement, the recommendations of both the  
51 Faculty Affairs Committee and the Dean of the Faculty will be forwarded to the President  
52 for his/her consideration. The decision to grant tenure is ultimately the prerogative of the

1 President and the Board of Trustees of Utica College. Candidates will be notified in  
2 writing by the President of the award or denial of tenure.

3  
4 2. Criteria

5  
6 The criteria for tenure must include the expected accomplishments listed in the evaluation  
7 categories in this section. In addition, the candidate is expected to have the appropriate  
8 educational background, which in most cases would be the terminal degree in his/her  
9 field. However, while the terminal degree is normally expected, under some  
10 circumstances candidates without such a degree may be considered for tenure. Finally,  
11 other specific needs of the candidate's academic School, such as balance and future plans  
12 concerning the direction of the School and the College, will be used in making the tenure  
13 decision.

14  
15 Evaluation categories will be as follows:

16  
17 a. Teaching. The candidate should show outstanding ability and interest in teaching.  
18 In addition to evaluating classroom performance, the Committee will consider the  
19 candidate's activities as an academic advisor and work done with students outside the  
20 classroom. The Committee may use student opinionnaires and evaluation by  
21 colleagues in judging teaching performance. Creative teaching, the innovation of  
22 courses and programs, and the improvement of existing courses will also be taken  
23 into consideration.

24  
25 b. Professional Accomplishment. The candidate should show evidence of creative  
26 activity in his/her field. Scholarly publication is one possible measure of professional  
27 accomplishment. The Committee will consider other appropriate creative activity in  
28 the candidate's field.

29  
30 c. Service. A candidate should show evidence of meritorious service to the teaching  
31 profession, the College, and the community at large. Service in the AAUP-UC and  
32 participation in admissions events will each be recognized as one form of such  
33 service.

34  
35  
36 *D. PROMOTION*

37  
38  
39 Faculty members under consideration for promotion are obliged to follow the steps  
40 delineated in the "Candidate Responsibilities" section of document entitled "Procedures for  
41 the Consideration of Faculty for Promotion" then in effect. The appropriate School dean will  
42 make the above-mentioned document available to affected bargaining unit member(s) in  
43 accordance with the procedure outlined by the Faculty Affairs Committee in said document.

44  
45 The School Dean will request a current Summary of Professional Activities from the  
46 candidate, which the School Dean will review prior to submitting it to the Faculty Affairs  
47 Committee. The School Dean will call a meeting of the tenured members of the faculty of the  
48 School to discuss the qualifications of the candidates who have chosen to be considered for  
49 promotion. The vote and recommendations of the tenured members of the School will be  
50 forwarded to the Faculty Affairs committee. The School Dean will also submit an  
51 independent recommendation to the Committee.  
52

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

7  
8 1. Procedures for Faculty Promotion

9  
10 a. Educational Background. Although the terminal degree is normally considered  
11 essential, lack of such a degree will not preclude candidates from consideration for  
12 promotion provided they have the other prerequisites listed below.

13  
14 b. Time in Rank

15  
16 (1) To be considered for promotion:

17  
18 (a) from Instructor to Assistant Professor, candidates must be serving in no  
19 less than the second year of their instructorship;

20  
21 (b) from Assistant Professor to Associate Professor, candidates must be  
22 serving in no less than the fourth year of their assistant professorship;

23  
24 (c) from Associate Professor to Professor, candidates must be serving in no  
25 less than the fifth year of their associate professorship.

26  
27 (2) Variations from these minimum time requirements will be considered only under  
28 conditions of the most exceptional performance with regard to the stated criteria for  
29 promotion, and require recommendation of the School Dean and the tenured faculty  
30 of the candidate's School to come before the Faculty Affairs Committee for a vote as  
31 to whether or not to consider such a promotion.

32  
33 (3) No one is entitled to promotion merely because of length of service.  
34 Accomplishment and not time in rank is the essential criterion.

35  
36 (4) Leaves of absence are not normally considered as periods of service in rank.  
37 However, if persons have received leaves under conditions they feel should afford  
38 them consideration of time in rank credit based on the academic merit of the  
39 particular experience associated with the leave, they may apply to the Faculty Affairs  
40 Committee for its approval of such credit prior to the commencement of the leave.  
41 The Faculty Affairs Committee will forward its recommendation to the Dean of the  
42 Faculty and President for their approval. The decision of the Dean of the Faculty and  
43 President is final and not subject to appeal.

44 Candidates who were not granted time in rank credit prior to beginning a  
45 leave based on the academic merit of their leave experience may not request that it be  
46 granted retroactively. Candidates having been granted time in rank credit based on the  
47 academic merit of their leave experience will be bound by the original decision of the  
48 Dean of the Faculty unless demonstrable extenuating circumstances intervene during  
49 the period of the leave preventing performance of their intended leave experience.  
50 Requests for such consideration must be made to the Faculty Affairs Committee as  
51 soon as practicable. The Faculty Affairs Committee will forward its recommendation

1 to the Dean of the Faculty and President for their approval. The decision of the Dean  
2 of the Faculty and President is final and not subject to appeal.  
3

4 (5) Exchange teaching, approved by the college administration, will be granted time  
5 in rank service.  
6

7 (6) There will be a one-year limit on such leave credit.  
8

9 (7) In all cases, approval of time in rank credit should be obtained from the President  
10 before undertaking the leave of absence.  
11

## 12 2. Evaluation Categories: 13

14 a. Teaching. The candidate should show outstanding ability and interest in teaching.  
15 In addition to evaluating classroom performance, the Committee will consider the  
16 candidate's activities as an academic advisor and work done with students outside the  
17 classroom. The Committee may use student opinionnaires and evaluation by  
18 colleagues in judging teaching performance. Creative teaching, innovation of courses  
19 and programs, and the improvement of existing courses will also be taken into  
20 consideration.  
21

22 b. Professional Accomplishment. The candidate should show evidence of creative  
23 activity in his/her field. Scholarly publication is one possible measure of professional  
24 accomplishment. The Committee will consider other appropriate creative activity in  
25 the candidate's field.  
26

27 c. Service. A candidate should show evidence of meritorious service to the teaching  
28 profession, the College, and the community at large. Service in the AAUP-UC and  
29 participation in admissions events will each be recognized as one form of such  
30 service.  
31

32 d. Leadership. For promotion to Professor the candidate should have demonstrated  
33 leadership in any or all of the above (a, b, c) evaluation categories. Leadership cannot  
34 be succinctly defined but will be considered as "leadership by example."  
35

## 36 E. PROCEDURES FOR RECONSIDERATION AND APPEAL 37

38 Candidates for reappointment in the fourth or fifth year of service, for tenure, and for  
39 promotion who do not receive a positive recommendation from the Faculty Affairs  
40 Committee or the Dean of the Faculty have the right to request a reconsideration by the  
41 Faculty Affairs Committee. (For appeals pertaining to procedure, see Article VIII, B.2). The  
42 request for reconsideration must be made in writing and forwarded to both the Dean of the  
43 Faculty and the Chair pro tempore of the Faculty Affairs Committee within ten (10) working  
44 days of the receipt of written notification of the negative recommendation. The burden of  
45 proof rests with the candidate. The candidate has the right to present his/her case with the  
46 assistance of a bargaining unit member of his/her choosing. The reconsideration will  
47 commence within fourteen (14) working days after receipt of the written request for  
48 reconsideration.  
49

50 Candidates who are not satisfied with the results of their reconsideration have the right to  
51 present their objections to the President. They have the right to present their cases with the  
52 assistance of a bargaining unit member of their own choosing.

1  
2 In the event the President is unable to render a final decision because of conflict of interest or  
3 other reason, the President shall designate a person to act in his or her place and the decision  
4 of the President or his/her designee shall be final and not subject to appeal to the Board of  
5 Trustees.

6  
7 Matters involving tenure, promotion, and reappointment are not subject to the grievance  
8 procedures outlined in Article XVII, unless they pertain to procedural irregularities;  
9 otherwise they are limited to the procedure outlined in this Article.

10  
11 *F. DISCIPLINARY PROCEDURES*

12  
13 1. Procedures Not Resulting in Dismissal

14  
15 See ARTICLE XII.

16  
17 2. Procedures for Termination of Appointments with Continuous Tenure or  
18 Probationary Appointments Before the End of the Specified Term

19  
20 a. Dismissal of faculty members with continuous tenure or of faculty members with  
21 probationary appointment before the end of the specified term may occur for adequate  
22 cause such as, but not limited to, disregard of duties, incompetence, moral turpitude,  
23 or actions which knowingly disrupt the educational processes and functions of the  
24 College. Dismissal will not be used to restrain faculty members in their exercise of  
25 academic freedom or their constitutional rights. The burden of demonstrating  
26 adequacy of cause shall rest with the administration.

27  
28 b. Dismissal of a faculty member for cause will be preceded by:

29  
30 (1) discussions between the faculty member and appropriate administrative  
31 officers looking toward a mutual settlement;

32  
33 (2) informal inquiry by the Faculty Affairs Committee which may, failing to  
34 effect an adjustment, determine whether in its opinion dismissal proceedings  
35 should be undertaken, without its opinion being binding upon the President;

36  
37 (3) a statement of reasons, framed with particularity, by the President.

38  
39 c. During the preliminary proceedings or any ensuing formal proceedings, the  
40 faculty member may be suspended, or assigned to other duties in lieu of suspension.  
41 The College may decide to suspend with or without pay. A suspension which is  
42 intended to be final is a dismissal and will be treated as such.

43  
44 During the suspension, health insurance and life insurance will continue. The College  
45 will pay the expense of these benefits. If the suspension is without pay and the  
46 dismissal is not upheld, the College will reimburse the employee for lost salary.

47  
48 d. If no resolution can be reached in the preliminary proceedings stated in b., the  
49 AAUP-UC may submit the matter in writing (copied to the President of Utica  
50 College) to the American Arbitration Association pursuant to the Voluntary Labor  
51 Arbitration Dispute rules then in effect. The selection of the arbitrator and the

1 procedures for the formal proceedings shall follow the American Arbitration  
2 Association rules.

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

7  
8 (2) The arbitrator shall have no power to add to, or subtract from, or change any  
9 provision of this Agreement, nor shall they have the power to imply any  
10 obligation not expressly set forth in this Agreement.

11  
12 (3) The fees and expenses of the arbitrator shall be shared equally by the College  
13 and AAUP-UC.

14  
15 (4) Unless the dismissal is submitted to arbitration within the ten (10) working  
16 days noted herein set forth, and which may be extended only by the written  
17 consent of both the College and AAUP-UC, it shall be deemed that the parties  
18 have waived the right to arbitration and the matter shall be deemed closed.

19  
20 *G. SABBATICAL LEAVES*

21  
22 Tenured faculty members are eligible to apply for a sabbatical leave every seventh year. This  
23 leave may be for one semester at full pay plus full benefits or for one academic year at half  
24 pay and full benefits. A detailed application, accompanied by the School Dean's  
25 recommendation, must be submitted to the Dean of the Faculty by December 1 of the  
26 previous year. The Committee authorized by the Faculty Senate will recommend sabbatical  
27 leaves to the Dean of the Faculty on the basis of the proposal's academic merit and the  
28 expected benefit to the College. The decision to approve or disapprove sabbaticals will be  
29 made by the Dean of the Faculty with the concurrence of the President. Neither the  
30 Committee's recommendation nor the decision of the Dean of the Faculty and the President  
31 is open to appeal.

32  
33 *H. EMERITUS STATUS*

34  
35 Upon recommendation of both the tenured faculty and the Dean of the appropriate School,  
36 the Faculty Affairs Committee may recommend to the Dean of the Faculty that a retiree or  
37 retirees be granted emeritus status, an honored status for retired bargaining unit members.  
38 The decision to grant emeritus status is ultimately the prerogative of the President and the  
39 Board of Trustees.

40  
41 1. A bargaining unit member shall have ordinarily completed a minimum of ten (10)  
42 years of service at Utica College and shall have submitted to the President a written  
43 declaration of retirement to be eligible for emeritus status recommendation.

44  
45 2. The bargaining unit member must be in good standing at Utica College.

46  
47 3. If a bargaining unit member has fifteen (15) years in rank and the recommendations  
48 of the tenured members of his/her School, his/her School Dean, and the Dean of the  
49 Faculty, the Faculty Affairs Committee may recommend a terminal promotion at the time  
50 emeritus status is recommended. The committee's recommendation is not open to appeal.  
51

1 4. Upon granting of Emeritus Status, the bargaining unit member shall be entitled to use  
2 his/her College title with the emeritus designation, receive free use of the College library,  
3 recreational facilities, and the current faculty discount at the college bookstore and for  
4 intercollegiate sports.  
5

6 *I. TEACHING LOAD*  
7

8 The teaching load of each School shall be planned so that the School and its members can  
9 provide for the student credit hours of courses throughout the day and evening for each  
10 semester. The scheduling of courses shall be the responsibility of the appropriate School  
11 Dean(s).  
12

13 1. The required teaching load of a full-time faculty member shall not exceed twenty-four  
14 (24) classroom contact hours per academic year. All full-time members of the faculty  
15 shall be eligible to apply for compensated overload, not to exceed one course per  
16 semester, at the then prevailing overload rate, and assignment shall be by the Dean of the  
17 Faculty.  
18

19 2. Each full-time faculty member, in addition to the foregoing, shall be required to  
20 advise students as assigned by the School Dean or Dean of the Faculty, to attend  
21 scheduled meetings of the School and the College, including Commencement and  
22 Convocation, to provide accurate and timely reports as requested by the College  
23 concerning student evaluations and enrollment; shall arrange, schedule, and hold office  
24 hours at times reasonably convenient to students; assist in registration and orientation  
25 during the academic year, attend at least one on-campus admissions event held during  
26 regular business hours during the academic year, provide syllabi, administer teaching  
27 evaluations as appropriate, and complete other appropriate college duties. The faculty  
28 will endeavor to provide support for the above-mentioned admissions events.  
29

30 3. In those cases where the nature of the workloading as outlined so far is inappropriate,  
31 the following provisions will be employed:  
32

33 a. The affected faculty member will submit in writing with the assistance of the  
34 President of the AAUP-UC to the School Dean the planned workloading (consistent  
35 with the needs of the approved program) for each semester. Upon approval of the  
36 plan by the School Dean, the plan will be submitted for approval to the President by  
37 the School Dean.  
38

39 b. In those cases where a faculty member has more than three (3) course  
40 preparations in a semester, or extra heavy responsibilities other than classroom  
41 instruction are required of a faculty member, a commensurate reduction in teaching  
42 load may be approved by the President.  
43

44 c. Such special arrangements for faculty when approved shall be forwarded to the  
45 AAUP-UC.  
46

47 *J. PROFESSIONAL DEVELOPMENT EVALUATION PROCEDURE*  
48

49 1. Every tenured faculty member will be reviewed on a periodic basis in compliance with  
50 State Education Department requirements.  
51



1 2. A review will occur every five years after tenure with a five-year intervals resetting  
2 with a promotion. A Faculty Member who is scheduled for post-tenure review by the  
3 Professional Development Committee may not elect to seek a promotion in rank during  
4 the same academic year. In cases of an unfavorable review, the faculty member will  
5 submit materials for a subsequent review by the end of three years from the final  
6 approval of the plan referred to in paragraph 6 below. Those anticipating retirement  
7 within three years may elect not to be reviewed provided there is a written declaration of  
8 retirement.

9  
10 3. The candidates will supply three reflective statements (one for each of the traditional  
11 criteria: teaching, professional accomplishment, and service). These statements should  
12 be supplemented with supporting documents—articles, papers, evidence of teaching  
13 effectiveness, etc.

14  
15 4. While there is a summative aspect to the review, the underlying philosophy of the  
16 process is formative and the focus is developmental. The Professional Development  
17 Committee (PDC) will review the materials and meet with the candidate. The committee  
18 will make formative and summative recommendations, which are then sent to the Dean of  
19 the Faculty and to the School Dean.

20  
21 5. The committee will recommend whether to allocate the budgeted amount (\$1,000) to  
22 base salary or to the faculty development fund. If the PDC recommends allocating the  
23 funds to salary, a candidate may elect to place \$3,000 (in lieu of the salary base increase)  
24 into a restricted account for the candidate's purchase of equipment (to be College-  
25 owned), travel, or supplies.

26  
27 6. A candidate who does not receive a favorable review shall develop a plan for  
28 improvement in consultation with his/her School Dean and the Dean of the Faculty and  
29 the PDC. This plan is subject to the approval of the Dean of Faculty. A plan must be  
30 formulated and approved no later than the end of the first full semester following  
31 notification of the committee's decision. Following approval of this plan, the Dean of  
32 Faculty will allocate support from the Faculty Development Fund to assist the member in  
33 carrying out the plan. A candidate who feels significant progress has been achieved may  
34 request an early review at which time the candidate will be eligible to be considered for  
35 the salary base increment.

36  
37 7. Applicants who do not receive a favorable review by the PDC or the Dean of the  
38 Faculty have the right to appeal the decision. The appeal must be forwarded in writing  
39 within ten (10) working days of the receipt of the decision to the Dean of the Faculty and  
40 the Chairperson of the PDC. The appeal hearing will commence within fourteen (14)  
41 working days after receipt of the written intent to appeal. The affected faculty member  
42 has the right to present his or her objections to the decision in person to the Dean of the  
43 Faculty and PDC. He or she has the right to present the case with the assistance of a  
44 tenured faculty member of his or her choosing. The PDC makes a recommendation to the  
45 Dean of the Faculty, but the final decision rests with the Dean of the Faculty. The Dean's  
46 decision is not open to appeal. This review process and any results therefrom cannot be  
47 used in any disciplinary proceeding under Article IX, F, except for any results or  
48 information which may give rise to a legal obligation on the part of the College to  
49 investigate further. Failure on the part of the applicant to consult, develop, and carry out  
50 the plan may result in disciplinary action.

51  
52

1 K. *DISTANCE LEARNING*

2  
3 A. Definition:

4  
5 In online or distance education much, if not all, of the traditional classroom experience and  
6 face to face interaction is replaced by communication through one or more technological  
7 means. The term "online or distance education" as used herein refers to instruction where the  
8 teacher and student are separated by time, distance, or both so that face to face  
9 communication is absent. The term "course" refers to any class offered for credit or otherwise  
10 required for a degree. An "online course" is further defined as one where 75% or more of the  
11 teaching is delivered online.  
12

13  
14 B. General Statement of Understanding

15  
16 The AAUP - UC and the College are committed to the idea that all online or distance  
17 education courses shall comply with all of the standard practices, procedures, and criteria  
18 which have been established for traditional classroom courses including the selection of  
19 qualified faculty to teach such courses and the determination of class size. New courses that  
20 will be offered in an online or distance education format must go through the standard  
21 approval process for new courses. Proposals to convert an existing class-room based course  
22 to an online or distance education course must be submitted to the Curriculum Committee for  
23 its consideration and approval.  
24

25 With regard to ownership, the materials created by faculty members for online or distance  
26 education courses should be treated in exactly the same fashion as materials created by  
27 faculty members for traditional courses. Courses and course presentations shall not be  
28 recorded without prior knowledge and consent of the faculty member. Such recordings are  
29 not to be re-used or revised without the written consent of the faculty member. Copyright of  
30 recordings of courses and course presentations shall be owned by the faculty member(s) as in  
31 the case of traditional course materials. In the event the bargaining unit member leaves the  
32 College under unusual, unforeseen and unexpected circumstances the College shall have an  
33 irrevocable, non-exclusive, royalty free license to use the online course materials for the  
34 remainder of the semester in which the member leaves plus the next twelve (12) months.  
35

36  
37 C. Working Conditions

38  
39 1. Compensation for Online Education:

40  
41 A. A bargaining unit member who, for the first time for Utica College, trains and/or  
42 develops and then teaches an online course will receive, in addition to his/her normal  
43 course compensation, a stipend in the amount of \$3,300 to be paid in the semester that the  
44 course is being taught.  
45

46 B. Each subsequent time, up to a maximum of three (3) times, that the bargaining unit  
47 member develops and/or teaches any online course he/she shall receive, in addition to  
48 his/her normal compensation, a stipend of \$750.00.  
49

50 2. Appointment: Bargaining unit members may offer appropriate courses in an online or  
51 distance education format; however, they shall not be required to do so except as  
52 mandated by existing program requirements. No member of the bargaining unit is to

1 participate in online or distance education courses or programs without adequate  
 2 technical training and/or support and without prior approval of such courses and  
 3 programs through the normal procedures leading to Curriculum Committee approval.  
 4

- 5 3. Evaluation: Online or distance education courses are subject to the same evaluation  
 6 procedures that exist for traditional face to face courses.  
 7

8 D. Technical Support and Training:  
 9

- 10 1. Prior to the beginning of any online or distance education course, all bargaining unit  
 11 members teaching online or distance education courses shall be provided with  
 12 technical training if needed (see #2 below) and technical support specifically  
 13 designed to enable teaching via online or distance education.  
 14  
 15 2. All bargaining unit members scheduled to teach an online or distance education  
 16 course at Utica College are required to be trained on and/or demonstrate their mastery  
 17 of the appropriate technology before the beginning of the course. The Director of  
 18 Instructional Technology will be responsible for verifying that all bargaining unit  
 19 members teaching an online or distance education course(s) are qualified to do so.  
 20  
 21

22 L. *INTELLECTUAL PROPERTY*  
 23

24 The College supports the development, production, and dissemination of Intellectual  
 25 Property by members of the College community.  
 26

27 The purpose of this agreement is to define the relationship between the College and any  
 28 AAUP-UC bargaining unit member(s) who, using College resources (as defined below),  
 29 creates or develops Intellectual Property (as defined below). The parties to this agreement  
 30 believe that the public interest is best served by creating an intellectual environment wherein  
 31 creative efforts and innovations can be encouraged and rewarded while still retaining for the  
 32 College and its learning communities reasonable access to, and use of, the Intellectual  
 33 Property for which the College has provided assistance.  
 34

35 Intellectual Property developed without using College resources is owned and controlled  
 36 solely by its creator(s). The College has no claim to any financial or other benefit derived  
 37 from that Intellectual Property.  
 38

39 1. Definitions  
 40

41 a. The term "Using College Resources" shall be understood to mean the involvement  
 42 of College support that includes the use of any college funding directly related to the  
 43 professional project, or college property or personnel above the level that is  
 44 traditionally and commonly made available to bargaining unit members generally in  
 45 their academic responsibilities of service and teaching.  
 46

47 b. The term "Intellectual Property" shall be understood to mean any trademarkable,  
 48 copyrightable, or patentable matter including, but not limited to books, texts, articles,  
 49 monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi,  
 50 tests and work papers, lectures, musical and/or dramatic compositions, unpublished  
 51 scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio  
 52 tapes and cassettes, computer programs, software, courseware, web pages, live video

1 and audio broadcasts, programmed instructional materials, drawings, paintings,  
2 sculptures, photographs and other works of art, devices, inventions, techniques, useful  
3 processes, and discoveries.  
4

5 Intellectual Property shall be deemed created whenever it is first fixed in some  
6 tangible form including but not limited to: notes, sketches, drawings, results of  
7 research or experiments, computer code or records, or any other tangible  
8 embodiment. The following definitions are based on pertinent federal statutes:  
9

10 (1) "Copyright" shall be understood to mean that bundle of rights that protect  
11 original works of authorship fixed in any tangible medium of expression, now  
12 known or later developed, from which they can be perceived, reproduced, or  
13 otherwise communicated, either directly or with the aid of a machine or device.  
14

15 (a) "Works of authorship" (including computer programs) include, but are not  
16 limited to the following: literary works; musical works, including any  
17 accompanying words; dramatic works, including any accompanying music;  
18 pantomimes and choreographic works; pictorial, graphic, and sculptural works  
19 (photographs, prints, diagrams, models, and technical drawings); motion  
20 pictures and other audiovisual works; sound recordings; software; courseware  
21 and architectural works.  
22

23 (b) "Tangible media" include, but are not limited to, books, periodicals,  
24 manuscripts, phonorecords, films, tapes, and disks.  
25

26 (2) "Patent" shall be understood to mean that bundle of rights that protect  
27 inventions or discoveries which constitute any new and useful process, machine,  
28 manufacture, or composition of matter, or any new and useful improvement  
29 thereof; new and ornamental designs for any useful article and plant patents being  
30 for the asexual reproduction of a distinct variety of plant, including cultivated  
31 sprouts, mutants, hybrids, and new found seedlings, other than a tuber propagated  
32 plant or plant found in an uncultivated state.  
33

34 (3) "Trademark" shall be understood to mean any word, name, or device, or any  
35 combination, used, or intended to be used, in commerce to identify and  
36 distinguish the goods of one manufacturer or seller from goods manufactured or  
37 sold by others, and to indicate the source of the goods.  
38

39 c. The terms "Works Made for Hire" or "Special Assignment" shall be understood to  
40 mean Intellectual Property that is part of or is the result of an officially assigned  
41 project, other than a member's normal duties.  
42

43 d. The term "Consulting" shall be understood to apply to Intellectual Property that is  
44 produced for an external entity where the College is not a party to the agreement and  
45 College resources are not used in its production.  
46

47 e. The term "Sponsored Research" shall be understood to apply to Intellectual  
48 Property that is produced with the sponsorship of one or more third parties, such as  
49 corporations, foundations or governmental agencies.  
50  
51  
52

1 2. Ownership  
2

3 The AAUP-UC and Utica College recognize that the ownership (and its associated rights)  
4 of Intellectual Property developed or created by a bargaining unit member shall be as  
5 directed by this policy unless required to be otherwise by applicable law. This ownership  
6 includes title to the Intellectual Property and the sole right to negotiate sales and licenses  
7 relating to this property. Notwithstanding any other provision of this policy, the College  
8 shall have a nonexclusive, nontransferable, royalty free license to use all Intellectual  
9 Property created by bargaining unit members for noncommercial purposes for teaching,  
10 training, scholarship, research, and administration of College programs.

11  
12 a. Patentable Material  
13

14 Patentable materials developed using college resources will be jointly owned by the  
15 Creator(s) and the College subject to applicable Federal law, the revenue-sharing  
16 agreement, and the provisions of paragraph 3., Commercialization, and paragraph 5.,  
17 Sponsored Research.

18  
19 b. Course Materials  
20

21 The College assigns all rights of ownership of materials developed by a bargaining  
22 unit member, using College resources, that are used in the teaching of courses to the  
23 bargaining unit member, These materials include syllabi, notes, assignments, tests and  
24 other materials associated with the development and teaching of courses. However,  
25 the College may be permitted to use such course related materials for internal  
26 instructional education and administrative purposes, including satisfying requests of  
27 accreditation agencies for faculty authored syllabi and course descriptions.

28  
29 While a bargaining unit member is employed by the College, any commercial use of  
30 these course materials will be controlled jointly by the College and the unit member.  
31 Revenues derived from such commercial use will be allocated according to the chart  
32 entitled "Allocation of Revenue" in paragraph 4.  
33

34 In the event that a bargaining unit member leaves the College under unusual,  
35 unforeseen and unexpected circumstances, he or she continues to own this property,  
36 unless otherwise specified in a contract or letter of agreement except that the College  
37 shall have an irrevocable, non-exclusive, royalty free license to use these materials for  
38 the remainder of the semester in which the member leaves plus the next twelve (12)  
39 months.  
40

41 c. Publishable Materials  
42

43 It is agreed that certain publishable works (namely scholarly writings, such as books  
44 and articles; and creative works, such as poems, paintings and musical compositions)  
45 are the property of the creator, who will determine how the works are to be  
46 distributed and keep any income that they may produce. This will continue to be the  
47 policy of Utica College except when materials are produced as a work for hire or  
48 special assignment.  
49  
50  
51  
52

1 d. Works for Hire / Special Assignments  
2

3 Traditional academic work that is copyrightable--such as lecture notes and  
4 courseware, books, and articles is not normally treated as special assignments or  
5 works made for hire. However, some works created by bargaining unit members do  
6 properly fall within these categories, allowing the College to claim copyright  
7 ownership.  
8

9 The College and an individual member of the bargaining unit may enter into an  
10 agreement for the member to produce intellectual property, including copyright  
11 material, classroom materials or other materials, for the College's purposes and  
12 ownership.  
13

14 In such cases, the respective rights of individual bargaining unit members and the  
15 College concerning ownership, control, use, and compensation related to a work for  
16 hire or special assignment will be negotiated in advance and reduced to a written  
17 agreement signed by both parties. Bargaining unit members have the right to consult  
18 with a representative from AAUP-UC when negotiating such an agreement.  
19

20 3. Commercialization  
21

22 In the case that a bargaining unit member develops Intellectual Property using College  
23 resources and both the College and the bargaining unit member decide to pursue the  
24 commercialization of the Intellectual Property by seeking a patent or otherwise, the  
25 royalties and other income resulting from the commercialization of the Intellectual  
26 Property will be shared by the College and the creator as described in the Allocation of  
27 Revenue section found below. The costs of obtaining a patent and bringing the  
28 Intellectual Property to market will be borne by the College.  
29

30 If a bargaining unit member develops Intellectual Property using College resources and  
31 elects not to participate in pursuing a patent or otherwise, the bargaining unit member  
32 will promptly notify the College in writing of his/her decision and assign all rights of  
33 ownership and all resulting revenue to the College.  
34

35 If a bargaining unit member develops Intellectual Property using College resources and  
36 the College elects not to participate in pursuing a patent or otherwise, the College will  
37 promptly notify the bargaining unit member in writing of its decision and assign all  
38 rights of ownership and resulting revenue to the bargaining unit member.  
39

40 A bargaining unit member who develops Intellectual Property without using College  
41 resources possesses full ownership of the Intellectual Property and will be entitled to all  
42 royalties and income resulting thereof. In these cases the costs of obtaining a patent and  
43 bringing the intellectual property to market will be borne by the bargaining unit member.  
44

45 4. Allocation of Revenue  
46

47 The accumulated net income (gross income minus reimbursement for the costs of  
48 obtaining a patent, license fees, legal fees, administrative costs and all expenses related to  
49 bringing the intellectual property to market incurred by the College and/or the creator(s))  
50 resulting from Intellectual Property will be divided as follows:  
51  
52

|               | First \$10,000 | \$10,001-\$100,000 | Above \$100,000 |
|---------------|----------------|--------------------|-----------------|
| Creator       | 100%           | 45%                | 35%             |
| College       | 0%             | 55%                | 60%             |
| Research Fund |                |                    | 5%*             |

\*Five percent (5%) of the accumulated net income above the \$100,000 level will be allocated toward a restricted research fund in the College’s control until such fund reaches \$200,000, at which point the College’s share of the remaining accumulated net income will increase to 65%.

The creators’ share will be shared equally among all creators unless they agree otherwise. The creators’ share will continue even if the creators have left Utica College.

5. Sponsored Research

When sponsorship for research is sought in the name of Utica College, it is important that individuals and the College work together in seeking external support for projects. When Intellectual Property is produced as described above, ownership shall be as directed by applicable law and, in the absence thereof, then in accordance with the sponsorship agreement. Distribution of revenue from such property will be in accordance with the sponsorship agreement. Absent terms in the sponsorship agreement pertaining to ownership or distribution of revenue, the provisions of this policy will apply.

6. Consulting

Consulting arrangements are to be carried out in accordance with Article XIV section B of the Agreement between Utica College and the American Association of University Professors - Utica College Chapter.

7. Cooperation

The fair and effective implementation of this policy requires good faith cooperation, collegiality and candor on behalf of both the College and bargaining unit members. The College will seek to advise affected bargaining unit members promptly and fully on all matters regarding Intellectual Property. Bargaining unit members, in turn, will communicate promptly and fully with the Vice President for Academic Affairs and Dean of the Faculty whenever their research/work involves or may be reasonably be seen to produce Intellectual Property covered by this policy. Under some United States and foreign laws, public disclosure, use, or sale of Intellectual Property prior to obtaining statutory protection may prejudice, or destroy, the availability of obtaining certain legal protection. In order to protect the College’s, Member’s, or any licensee's rights in or to Intellectual Property, no contractual or other legally enforceable agreement for the sale, transfer, or use of Intellectual Property may be made by either the College or any affected bargaining unit member except in accordance with this policy. It is also essential that any affected bargaining unit member and the College consult with one another prior to making any Intellectual Property publicly known or available.

1 8. Resolution of Emerging Issues and Disputes  
2

3 An Intellectual Property Policy and Rights Committee shall be created and will be  
4 composed of three (3) faculty members appointed by the president of the AAUP - UC  
5 and three (3) members of the administration appointed by the president or his/her  
6 designee exclusive of the President and the Vice President for Financial Affairs. The  
7 committee members shall elect a chair each year. At the time of initial appointment or  
8 election, each member shall be designated as serving a one or two year term so that the  
9 term of at least one bargaining unit committee member and one administration committee  
10 member will expire each year with replacements being appointed or elected each year.  
11 After the first appointment subsequent members shall serve a twoyear term, commencing  
12 on August 15 and terminating on June 15 of the following year. Committee members  
13 may serve no more than two consecutive terms.  
14

15 The Committee shall monitor and review technological and legislative changes affecting  
16 Intellectual Property policy and shall report to relevant faculty and administrative bodies  
17 when such changes affect existing policies.  
18

19 Disputes over ownership, and its attendant rights, of Intellectual Property will be heard  
20 by the Intellectual Property Policy and Rights Committee as follows:  
21

22 a. The committee shall make an initial determination concerning competing claims to  
23 the Intellectual Property in question. The failure of the Committee to arrive at a  
24 determination will automatically initiate an arbitration proceeding as described below.  
25 If either the College or the creator(s) disagree with the determination of the  
26 committee either party may appeal to binding arbitration in accordance with the  
27 following procedures:  
28

29 (1) An arbitrator agreed upon by the College and the creator(s) will be selected.  
30 The selection of the arbitrator and the procedures for the formal proceedings shall  
31 follow the American Arbitration Association's commercial arbitration rules then  
32 in effect.  
33

34 (2) The party seeking arbitration must notify the other party in writing within 10  
35 working days of the committee's decision of its intention to pursue arbitration.  
36 The decision of the arbitrator shall be final and binding to both parties.  
37

38 (3) The arbitrator shall have no power to add to, or subtract from or change, any  
39 provision of this Agreement, nor shall he/she have the power to imply any  
40 obligation not expressly set forth in this Agreement.  
41

42 (4) The fees and expenses of the arbitrator will be shared equally by the College  
43 and the AAUP-UC.  
44  
45  
46  
47  
48  
49  
50  
51  
52



ARTICLE X  
LIBRARIANS

A. APPOINTMENTS

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

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

B. RENEWAL OF APPOINTMENTS

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

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

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

C. CONTINUOUS APPOINTMENT

1. Procedure

Librarians under consideration for continuous appointment are responsible for updating their Summary of Professional Activities Form and submitting to the director of the Library any additional material that they think may help in consideration of their professional circumstances. The director of the Library will call a meeting of the librarians holding continuous appointment to discuss the qualifications of the candidates who are being considered. When there are fewer than three librarians with continuous appointment, the Dean of the Faculty in consultation with the director of the Library may appoint a maximum of two (2) voting representatives to this meeting. The vote and recommendations of this meeting will be forwarded to the Faculty Affairs Committee. The director of the Library will also submit an independent recommendation to the Committee. To help in its deliberations the Faculty Affairs Committee may also receive

1 relevant materials submitted by the candidate and any other materials deemed necessary  
2 by the committee.  
3

4 The Faculty Affairs Committee recommends to the President for his/her approval that  
5 continuous appointment be granted or denied. Candidates will be notified in writing by  
6 the President of the award or denial of continuous appointment.  
7

## 8 2. Criteria 9

10 The criteria for continuous appointment must include the expected accomplishments  
11 listed in this section.  
12

13 Evaluation categories will be as follows:  
14

15 a. Librarianship: Candidates should demonstrate excellence in the acquisition,  
16 organization or retrieval of library resources. Evaluation by colleagues, creative or  
17 innovative activities within specific areas of responsibility may be considered in  
18 judging performance.  
19

20 b. Professional Accomplishment: Candidates should demonstrate participation in  
21 professional activities in the areas of academic librarianship such as, but not limited  
22 to, library consortia and network development, computer applications, and  
23 professional organizations.  
24

25 c. Service: Candidates should show evidence of meritorious service to librarianship,  
26 the College, and the community at large. Service in the AAUP-UC-will be recognized  
27 as one form of such service.  
28

## 29 D. PROMOTION 30

31 Librarians under consideration for promotion are obliged to follow the steps delineated in the  
32 "Candidate Responsibilities" section of the document entitled "Reference (Advising  
33 Document) for the Promotion of Librarians" dated February 28, 2002. The director of the  
34 Library will make the above-mentioned document available to affected bargaining unit  
35 member(s) in accordance with the procedure outlined by the Faculty Affairs Committee in  
36 said document.  
37

38 The director of the Library will request a current Summary of Professional Activities from  
39 the candidate, which the director of the Library will review prior to submitting it to the  
40 Faculty Affairs Committee. The director of the Library will call a meeting of the librarians  
41 holding continuous appointment to discuss the qualifications of the candidates who have  
42 chosen to be considered for promotion. When there are fewer than three librarians holding  
43 continuous appointment, the Dean of the Faculty in consultation with the director of the  
44 Library may appoint a maximum of two (2) voting representatives to this meeting. The vote  
45 and recommendations of the meeting will be forwarded to the Faculty Affairs Committee.  
46 The director of the Library will also submit an independent recommendation to the  
47 Committee. Recommendation for promotion for librarians will be made to the President by  
48 the Faculty Affairs Committee. Candidates will be notified in writing by the President of the  
49 award or denial of promotion.  
50

1 1. Education: The MLS shall be considered the terminal degree for librarians. Lack of  
2 an additional degree shall not preclude librarians from consideration for promotion  
3 provided they have the other prerequisites listed below.  
4

5 2. Time in rank: To be considered for promotion in rank:  
6

7 a. from Librarian I to Librarian II; candidates must have completed no less than two  
8 years in the rank of Librarian I.  
9

10 b. from Librarian II to Librarian III; candidates must have completed no less than  
11 three years in the rank of Librarian II.  
12

13 No one is entitled to promotion merely because of length of service. Accomplishment and  
14 not time in rank is the essential criterion.  
15

16 3. The evaluation categories are the same as those used for evaluating candidates for  
17 continuous appointment.  
18

#### 19 *E. PROCEDURES FOR APPEAL* 20

21 Candidates for promotion or continuous appointment who do not receive a positive  
22 recommendation from the Faculty Affairs Committee or the Dean of the Faculty have the  
23 right to request a reconsideration by the Faculty Affairs Committee. (For appeals pertaining  
24 to procedure, see Article VIII, B.2). The request for reconsideration must be made in writing  
25 and forwarded to both the Dean of the Faculty and the Chair pro tempore of the Faculty  
26 Affairs Committee within ten (10) working days of the receipt of written notification of the  
27 negative recommendation. The burden of proof rests with the candidate. The candidate has  
28 the right to present his/her case with the assistance of a bargaining unit member of his/her  
29 choosing. The reconsideration will commence within fourteen (14) working days after receipt  
30 of the written request for reconsideration.  
31

32 Candidates who are not satisfied with the results of their reconsideration have the right to  
33 present their objections to the President with the assistance of a bargaining unit member of  
34 their own choosing.  
35

36 In the event the President is unable to render a final decision because of conflict of interest or  
37 other reason, the President shall designate a person to act in his or her place and the decision  
38 of the President or his/her designee shall be final and not subject to appeal to the Board of  
39 Trustees.  
40

41 Matters involving tenure, promotion, and reappointment are not subject to the grievance  
42 procedures outlined in Article XVII, unless they pertain to procedural irregularities;  
43 otherwise they are limited to the procedure outlined in this Article.  
44

#### 45 *F. REDUCTION OF LIBRARIAN STAFF* 46

47 In the event of a reduction in staff of professional librarians, the librarian with least service  
48 will be affected first, providing the more senior librarian has the skill and ability to perform  
49 the required work. In the event that a librarian with three or more years of service is  
50 terminated for cause, the affected librarian has the right to present his/her objections to the  
51 decision to the Faculty Affairs Committee and/or to the President, with the assistance of a  
52 bargaining unit member as he/she decides, within 10 calendar days of notice of termination.

1 Termination for cause is not subject to the grievance procedure as outlined in Article XVII  
2 but is limited to the aforementioned review.

3  
4 *G. VACATION*

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

11  
12 During the probationary year, but within the fiscal year in which he/she will attain one full  
13 year of service, with the approval of the director of the Library, a librarian may schedule  
14 vacation time without pay, and be reimbursed for that time at the end of the first full year of  
15 service. The amount of time for which reimbursement was made will be deducted from the  
16 vacation time available during the second year of employment.

17  
18 Librarians who are actively employed also receive one-half the number of working days  
19 which occur during the student vacations at the end of the fall term and during the Spring  
20 vacation. All librarians are eligible upon employment. These short periods must be taken  
21 during the recess or, if a librarian must cover a schedule during one of these periods,  
22 compensatory time is to be taken within a reasonable time thereafter, preferably within one  
23 month. Such vacation time will be taken at the mutual convenience of the employee and the  
24 Library director.

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

29  
30 *H. LEAVE OF ABSENCE*

31  
32 Upon completion of one year's credited service, a librarian may apply for a leave of absence,  
33 with or without pay and/or benefits depending on the purpose of such leave.

34  
35 Leaves may be requested for a period up to one year (12 months) and are subject to the final  
36 approval of the President, based on recommendation by the director of the Library.

37  
38 Applications for leaves of absence should be submitted to the director of the Library at least  
39 six (6) months before the requested start date of the leave. Application should include all  
40 details and accompanying statements necessary for the director of the Library to process the  
41 recommendations. The Leave of Absence may not be used to accept paid employment  
42 elsewhere during the period of the leave except that the recipient of a leave may receive  
43 financial assistance in the form of fellowships, grants, honoraria or scholarships without  
44 prejudice to the conditions of the leave.

45  
46 Leaves of absence are not normally considered as periods of service in rank. However, if  
47 persons have received leaves under conditions they feel should afford them consideration of  
48 time in rank credit based on the academic merit of the particular experience associated with  
49 the leave, they may apply to the Faculty Affairs Committee for its approval of such credit  
50 prior to the commencement of the leave. The Faculty Affairs Committee will forward its  
51 recommendation to the Dean of the Faculty and President for their approval. The decision of  
52 the Dean of the Faculty and President is final and not subject to appeal.

1  
2 Candidates who were not granted time in rank credit prior to beginning a leave based on the  
3 academic merit of their leave experience may not request that it be granted retroactively.  
4 Candidates having been granted time in rank credit based on the academic merit of their  
5 leave experience will be bound by the original decision of the Dean of the Faculty unless  
6 demonstrable extenuating circumstances intervene during the period of the leave preventing  
7 performance of their intended leave experience. Requests for such consideration must be  
8 made to the Faculty Affairs Committee as soon as practicable. The Faculty Affairs  
9 Committee will forward its recommendation to the Dean of the Faculty and President for  
10 their approval. The decision of the Dean of the Faculty and President is final and not subject  
11 to appeal.  
12  
13  
14

15 *I. ALTERNATIVE WORK SCHEDULES*

16  
17 Librarians will have the option of adopting alternative weekly work schedules when such a  
18 schedule does not have a disadvantageous impact on library service and has been approved  
19 by the director of the Library.  
20  
21  
22

23 **ARTICLE XI**  
24 **HEOP REPRESENTED PERSONNEL**  
25

26 *A. APPOINTMENTS*  
27

28 All appointments to the staff of HEOP will be made by the President on the recommendation  
29 of the director of Opportunity Programs on a fiscal year basis. The first full year of  
30 employment is recognized as the probation period. Upon satisfactorily completing the  
31 probation period the employee will be informed in writing that he/she has been granted a  
32 continuous appointment. During the probation period the employee who has not been judged  
33 to meet the requirements of the position can be terminated with one month's notice.  
34 Employees with more than one year of service will be granted three months notice of  
35 termination (except for cause).  
36

37 *B. REDUCTION OF STAFF*  
38

39 In the event of a reduction in staff of HEOP personnel, the employee with the least service  
40 will be affected first, providing the more senior employee has the skill and ability to perform  
41 the required work.  
42

43 *C. VACATION*  
44

45 Vacation of twenty (20) days shall be granted on the one-year anniversary date of full  
46 employment and on each subsequent June 1. Vacation is to be taken at the mutual  
47 convenience of the employee and the director and must be taken during the fiscal year June  
48 1-May 31) in which it is granted. Vacation not taken by May 31 of the year in which it is  
49 granted will be forfeited.  
50

51 During the probationary year, but within the fiscal year in which he/she will attain one full  
52 year of service, with the approval of the director, an employee may schedule vacation time

1 without pay, and be reimbursed for that time at the end of the first full year of service. The  
2 amount of time for which reimbursement was made will be deducted from the vacation time  
3 available during the second year of employment.

4  
5 Employees who are actively employed also receive one-half the number of working days  
6 which occur during the student vacations at the end of the fall term and during spring  
7 vacation. All employees are eligible upon employment. These short periods must be taken  
8 during the recess or, if an employee must cover a schedule during one of these periods,  
9 compensatory time is to be taken within reasonable time thereafter, preferably within one  
10 month. Such vacation time will be taken at the mutual convenience of the employee and the  
11 director of Opportunity Programs.

12  
13 If a written request is sent by the employee to the Office of the Comptroller at least ten (10)  
14 working days prior to a scheduled vacation, a check for any pay day falling within the  
15 scheduled vacation will be available on the day before the vacation commences.

## 16 17 18 ARTICLE XII 19 PROGRESSIVE DISCIPLINE 20

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

25  
26 The steps of progressive discipline may involve verbal warnings, written warnings,  
27 suspension, and dismissal. The College maintains the sole right to determine the response to  
28 any such employment matter. Procedures for appeal or grievance are described elsewhere in  
29 this contract. The process is flexible; several written warnings, for example, may be issued  
30 before a suspension, or the seriousness of the problem may result in moving directly to  
31 suspension or dismissal.

## 32 33 34 ARTICLE XIII 35 BARGAINING UNIT PERSONNEL FILES 36

37 *A.* The College will maintain one official personnel file on each bargaining unit member  
38 covered by this contract in the office of the Vice President for Academic Affairs. This  
39 provision shall not preclude the accumulation of file(s) in other appropriate offices.

40  
41 Each bargaining unit member will have the right to review contents in his/her School file or  
42 supervisory file (as appropriate), and official personnel file, dating from the first day of  
43 employment. Such review will be carried out at a reasonable time and on an appointment  
44 basis in the presence of the chief academic officer (or his/her designee).

45  
46 *B.* If, in the opinion of the bargaining unit member, the file contains erroneous or irrelevant  
47 information the unit member may request the removal of the information by the School Dean  
48 or Dean of the Faculty. If the matter is not resolved to the satisfaction of the bargaining unit  
49 member, the unit member will have the right to reduce his/her objections or suggested  
50 corrections to writing which will be included as part of the file.

51

1 C. The bargaining unit member will also have the right to review all work performance  
2 evaluations including peer evaluations for probationary appointments that become part of the  
3 unit member's official personnel file.

4  
5 D. Persons having access to the files will be limited to the President or his/her designee and  
6 on a need to know basis relative to the administrator's duties and responsibilities.  
7

8  
9  
10 ARTICLE XIV  
11 PROFESSIONAL AND OUTSIDE ACTIVITIES

12 A. Professional activities of the bargaining unit members are generally understood to  
13 encompass efforts that will enhance the professional stature of the participants. Teaching,  
14 research, and writing and publishing, conduct of and participation in meetings of learned  
15 societies and professional associations, conduct of and participation in seminars, conferences,  
16 and workshops are included in professional activities encouraged by the College.  
17 Performance and promotion of professional activities by the member is a departmental  
18 interest and the responsibility of the School Dean and the President.  
19

20 B. Members of the bargaining unit, upon the approval of the President, may perform outside  
21 services for remuneration during the academic year, providing:  
22

- 23 1. Prior to the undertaking of such additional services a timely notice must be submitted  
24 to the President furnishing essential information for approval.
- 25  
26 2. The services will not be performed at times that conflict with College duties and  
27 responsibilities.
- 28  
29 3. No member of the bargaining unit may provide services in a matter that will bring  
30 him/her into opposition to the interest of the College.
- 31  
32 4. The person providing services must notify his client that he represents himself, not  
33 the College, and the College is not a party to the agreement. The college in no way is  
34 responsible or liable for the performance or results of such services.
- 35  
36 5. Payment for such services is a matter between the client and the bargaining unit  
37 member. The college will not act as an agent for either party.  
38

39 C. The President, in his/her sole discretion, may grant additional funds to support  
40 participation in the program of an approved professional conference by a bargaining unit  
41 member, from defraying other expenses incurred by members in the performance of their  
42 duties, to provide retraining in new areas of professional expertise, and may award grants for  
43 research projects and/or the development of new courses and programs.  
44

45  
46 ARTICLE XV  
47 ASSOCIATION RIGHTS

48  
49 A. The College will furnish a bulletin board to be located on the second floor of Addison  
50 Miller White Hall for use of the AAUP-UC.  
51

1 B. The College will furnish adequate office space for the AAUP-UC. In return, the AAUP-  
 2 UC established an endowed scholarship to benefit students at Utica College. An annual  
 3 award will be presented.  
 4

5 C. The College will make reasonable efforts to continue parking benefits without cost  
 6 (excluding fines for parking violations), secretarial services, duplicating facilities, dining  
 7 facilities and reasonable use of facilities for AAUP-UC purposes on a reservation basis. It is  
 8 understood that the bargaining unit will pay for any labor or supplies for services expended  
 9 for AAUP-UC matters.  
 10

11  
 12 ARTICLE XVI  
 13 REDUCTION IN FORCE  
 14

15 In the event of a reduction in academic offerings, elimination of programs, and/or financial  
 16 exigency, which results in the reduction of personnel covered by this Agreement, the  
 17 following procedures will be followed:  
 18

19 A. When feasible, the process of natural attrition shall be used to achieve the retrenchment.  
 20

21 B. If the retrenchment cannot be accomplished by natural attrition the members of the unit  
 22 shall be given the opportunity to reach voluntary agreement among themselves as to the order  
 23 of retrenchment.  
 24

25 C. If the retrenchment cannot be accomplished with the foregoing, part-time professional  
 26 employees in areas of work represented by AAUP-UC will be terminated first, then non-  
 27 tenured will be terminated, then tenured members of the unit.  
 28

29 D. The retrenchment procedure outlined in (C) will be in the order of seniority provided that  
 30 the members who are retained have the experience and academic qualifications to teach  
 31 courses and programs that remain.  
 32

33 E. 1. In the event that the curtailed programs or courses are reinstated within three years of  
 34 their curtailment, the laid-off member with the most service will be recalled first. It will be  
 35 the laid-off member's responsibility to notify the College of his/her current mailing address.  
 36  
 37

38 ARTICLE XVII  
 39 GRIEVANCE PROCEDURE  
 40

41 A. A grievance shall be any matter involving interpretation or application of this contract  
 42 (with the exception of matters dealing with granting of tenure, renewal and non-renewal, or  
 43 promotions which are covered in Article IX) and shall be subject to the following procedure:  
 44

45 Step I. A grievance should first be raised informally and orally by the  
 46 employee(s) with or without AAUP-UC representation with the appropriate  
 47 administrator within ten (10) working days of the incident giving rise to the  
 48 grievance, or within ten (10) working days of the date that the employee has  
 49 knowledge of the incident, if later.  
 50

51 Step II. If the grievance cannot be resolved in Step I, the grievant shall present  
 52 the matter in writing through the AAUP-UC Grievance Officer to the appropriate



1 administrator within twenty (20) working days of the incident giving rise to the  
 2 grievance, or within twenty (20) working days of the date that the employee has  
 3 knowledge of the grievance. A meeting will be held between the affected  
 4 administrator and the grievant and/or Grievance Officer within ten (10) working  
 5 days of the receipt of the written grievance by the administrator. The  
 6 administrator will reply in writing within seven (7) working days of the meeting.  
 7

8 Step III. If the grievance is not resolved in Step II, the grievant may appeal in  
 9 writing to a grievance committee (selected by the AAUP-UC Grievance Officer in  
 10 consultation with the grievant and not exceeding three (3) members of the AAUP-  
 11 UC), and the President of the College for discussion and review in the presence of  
 12 the grievant. This discussion and review must occur within ten (10) working days  
 13 of receipt of the Step II reply. The President of the College will normally reply in  
 14 writing within ten (10) working days after the discussion and review meeting but  
 15 in any event no later than twenty-one (21) days thereafter.  
 16

17 Step IV. If no settlement is made in Step III, the AAUP-UC may submit the  
 18 matter in writing (copied to the President of Utica College) to the American  
 19 Arbitration Association pursuant to the Voluntary Labor Arbitration Dispute rules  
 20 then in effect. The selection of the arbitrator and the procedures for the formal  
 21 proceedings shall follow the American Arbitration Association rules. The  
 22 submission to arbitration must occur within ten (10) working days of the receipt  
 23 of the President's reply in Step III. The decision of the arbitrator shall be final and  
 24 binding on both parties.  
 25

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

31 C. The fees and expenses of the arbitrator shall be shared equally by the College and AAUP-  
 32 UC.  
 33

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

39 E. The grievance/arbitration procedure shall not be available if the employee files a  
 40 complaint with any state or federal agency relating to the same incident.  
 41

42  
 43 ARTICLE XVIII  
 44 STRIKES AND LOCKOUTS  
 45

46 A. During the term of this Agreement there shall be no strike, slowdown, boycott of classes,  
 47 or any other concerted acts that interfere with normal operation of the College. In the event  
 48 of a breach of this Article the AAUP-UC agrees to promptly take all reasonable steps to  
 49 terminate the participation of the individual bargaining unit member in such activities.  
 50 Should any bargaining unit member participate in an action prohibited by this Article, the  
 51 violator(s) shall be subject to discipline which may include discharge. The degree of  
 52 discipline shall not be subject to the grievance/arbitration procedure but the question of

1 whether the employee participated in an act prohibited by this Article is subject to the  
2 grievance/arbitration procedure.

3  
4 B. The College agrees that during the term of this contract there will be no lockout.  
5

6  
7 ARTICLE XIX  
8 COMPENSATION  
9

10 A. SALARIES

11  
12 2008 - 2009 ACADEMIC YEAR  
13

14 1. Effective with the starting date of their 2008 - 2009 contract, members of the  
15 bargaining unit employed prior to March 1, 2008, shall have their annual base salary  
16 increased by three percent (3.0%) standard increase, across the board for the 2008 - 2009  
17 academic year.  
18

19 2. An additional amount of \$15,000 will be placed into an equity fund to be distributed  
20 to selected bargaining unit members in a minimum amount of \$300 added to base salary  
21 by an Equity Fund Committee consisting of two (2) representatives designated by the  
22 President and three (3) representatives designated by AAUP-UC.  
23

24 3. The President of the College has sole discretion to increase any individual salary,  
25 beyond the provisions noted above, during the term of this agreement. The President will  
26 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any  
27 action taken in accordance with this section.  
28

29 2009 - 2010 ACADEMIC YEAR  
30

31 1. Effective with the starting date of their 2009 - 2010 contract, members of the  
32 bargaining unit employed prior to March 1, 2009, shall have their annual base salary  
33 increased by zero percent (0%) standard increase, across the board for the 2009 - 2010  
34 academic year.  
35

36 2. An additional amount of \$15,000 will be placed into an equity fund to be distributed  
37 to selected bargaining unit members in a minimum amount of \$300 added to base salary  
38 by an Equity Fund Committee consisting of two (2) representatives designated by the  
39 President and three (3) representatives designated by AAUP-UC.  
40

41 3. The President of the College has sole discretion to increase any individual salary,  
42 beyond the provisions noted above, during the term of this agreement. The President will  
43 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any  
44 action taken in accordance with this section.  
45

46 2010 - 2011 ACADEMIC YEAR  
47

48 1. Effective with the starting date of their 2010 - 2011 contract, members of the  
49 bargaining unit employed prior to March 1, 2010, shall have their annual base salary  
50 increased by two percent (2.0%) standard increase, across the board for the 2010 - 2011  
51 academic year.

1 An additional 1.0% will be added to base salary retroactive to 8/1/10 in the event the  
 2 College's outside auditors determine, on or about 8/1/11, that the College achieved a  
 3 DOE ratio of 1.75 or higher based on the final results for the fiscal year. In the event the  
 4 College does not achieve a ratio of 1.75, the Administration in conjunction with the  
 5 auditors will hold an information session open to all bargaining unit members.  
 6

7 2. An additional amount of \$15,000 will be placed into an equity fund to be distributed  
 8 to selected bargaining unit members in a minimum amount of \$300 added to base salary  
 9 by an Equity Fund Committee consisting of two (2) representatives designated by the  
 10 President and three (3) representatives designated by AAUP-UC.  
 11

12 3. The President of the College has sole discretion to increase any individual salary,  
 13 beyond the provisions noted above, during the term of this agreement. The President will  
 14 notify AAUP-UC in writing, specifying the reason therefore, within two weeks of any  
 15 action taken in accordance with this section.  
 16

17  
 18 *B. PROMOTIONS*  
 19

20 1. Effective with the starting date of their 2008 - 2009 contract, the increment to the  
 21 base salary of promoted members of the bargaining unit will be increased as follows:  
 22

- 23 A faculty member promoted to the rank of Professor by 3% to \$5,436
- 24 A faculty member promoted to the rank of Associate Professor by 3% to \$3,826
- 25 A faculty member promoted to the rank of Assistant Professor by 3% to \$3,376
- 26 A Librarian promoted to the rank of Librarian III by 3% to \$4,924
- 27 A Librarian promoted to the rank of Librarian II by 3% to \$3,156

28  
 29 2. Effective with the starting date of their 2009 - 2010 contract, the increment to the  
 30 base salary of promoted members of the bargaining unit will be as follows:  
 31

- 32 A faculty member promoted to the rank of Professor by 0% to \$5,436
- 33 A faculty member promoted to the rank of Associate Professor by 0% to \$3,826
- 34 A faculty member promoted to the rank of Assistant Professor by 0% to \$3,376
- 35 A Librarian promoted to the rank of Librarian III by 0% to \$4,924
- 36 A Librarian promoted to the rank of Librarian II by 0% to \$3,156

37  
 38 3. Effective with the starting date of their 2010 - 2011 contract, the increment to the  
 39 base salary of promoted members of the bargaining unit will be increased as follows:  
 40

- 41 A faculty member promoted to the rank of Professor by 2% to \$5,545
- 42 A faculty member promoted to the rank of Associate Professor by 2% to \$3,903
- 43 A faculty member promoted to the rank of Assistant Professor by 2% to \$3,444
- 44 A Librarian promoted to the rank of Librarian III by 2% to \$5,023
- 45 A Librarian promoted to the rank of Librarian II by 2% to \$3,219

46  
 47 however, in the event the College's outside auditors determine, on or about 8/1/11, that  
 48 the College achieved a DOE ratio of 1.75 or higher based on the final results for the fiscal  
 49 year, the increment to the base salary of promoted members of the bargaining unit will be  
 50 increased by an additional 1% as follows:  
 51  
 52

- 1 A faculty member promoted to the rank of Professor by 3% to \$5,599
- 2 A faculty member promoted to the rank of Associate Professor by 3% to \$3, 941
- 3 A faculty member promoted to the rank of Assistant Professor by 3% to \$3,478
- 4 A Librarian promoted to the rank of Librarian III by 3% to \$5,072
- 5 A Librarian promoted to the rank of Librarian II by 3% to \$3,251

6  
7 *C. CONTINUING EDUCATION OR OVERLOAD COURSES*

- 8
- 9 1. Faculty members who teach continuing education or overload courses will be
- 10 paid full rate according to their rank as outlined in the compensation schedule for
- 11 overload teaching courses with enrollment of eight (8) students.
- 12
- 13 2. The College has the option to cancel courses with fewer than eight (8) students.
- 14 However, if any courses are taught with fewer than eight (8) students, the instructor will
- 15 receive full rate according to his/her rank as outlined in the compensation schedule.

16  
17  
18 3. Compensation Schedule:

19

| 20 Faculty Rank        | 21 8/15/08            | 22 8/15/09         | 23 8/15/10                         |
|------------------------|-----------------------|--------------------|------------------------------------|
|                        | 24 \$ Per Credit Hour | \$ Per Credit Hour | \$ Per Credit Hour                 |
|                        |                       |                    | (Minimum/with Contingent Increase) |
| 25 Professor           | 1257                  | 1257               | 1282/1295                          |
| 26 Associate Professor | 1148                  | 1148               | 1171/1183                          |
| 27 Assistant Professor | 1042                  | 1042               | 1063/1074                          |
| 28 Instructor          | 966                   | 966                | 985/995                            |
| 29 Librarian           | 966                   | 966                | 985/995                            |

30  
31  
32 *D. LIBRARIAN OVERTIME:*

33 Librarians who are required to work on a scheduled overtime basis will be paid either:

- 34 1. An hourly rate equal to 1/1950 times their annual base salary, or
- 35
- 36 2. Compensatory time off to be arranged at the mutual convenience of the librarian and
- 37 the director of the Library.
- 38
- 39
- 40

41  
42 *E. COMPENSATION FOR NON-TRADITIONAL TEACHING*

43 The term “non-traditional teaching” is defined for the purposes of paragraph (E) of this

44 article to mean “not part of load”.

45

46 Load credits are defined as credits that are accumulated by a bargaining unit member as

47 compensation for participating in non-traditional teaching. Teaching in independent study

48 and tutorial formats, directing a graduate thesis or research project, creating/writing and/or

49 administrating and/or correcting/scoring of a comprehensive graduate exam, supervising of

50 stand alone internships (those not constituting a course), or serving as a reader of a graduate

51

1 thesis or research project all constitute non-traditional teaching for the purposes of this  
 2 section. All independent study and tutorial courses must be approved by the appropriate  
 3 school dean in advance of being undertaken.

4  
 5 Upon accumulation of 45 load credits, a bargaining unit member is eligible for a 3-credit  
 6 course reduction to be available to the affected bargaining unit member within three  
 7 semesters unless other mutually agreed upon arrangements have been made between the  
 8 affected bargaining unit member and the appropriate school dean.

9  
 10 Load credits are earned by a bargaining unit member according to the following table:

| 12 <b>Category of Teaching</b>  | 12 <b>Load Credits/Compensation*</b>             |
|---|--|
| 13 Independent Study  | 1 per credit hour                                |
| 15 Tutorial   | 2 per credit hour                                |
| 17 Stand-alone Internship   | 1 per credit hour                                |
| 19 Graduate Thesis or Project Director or Undergraduate<br>20 Honors Thesis Supervisor — Limited to two courses<br>21 per thesis or project; does not include continuing registration                       | 5 per thesis course                              |
| 23 Additional Graduate Thesis or Project Reader   | 3 per thesis                                     |
| 25 Statistics Advisor   | 4 per thesis                                     |
| 27 The creating, writing, supervising, and/or administering,<br>28 and/or correcting/scoring of a comprehensive graduate exam<br>29 for individual students with written/oral exams as primary advisor      | 4 per exam                                       |
| 31 The creating, writing, supervising, and/or administering,<br>32 and/or correcting/scoring of a comprehensive graduate exam<br>33 for individual students with written/oral exams as an additional reader | 2 per exam                                       |
| 35 Group exams with multiple faculty involved in creating,<br>36 writing, supervising, correcting, & scoring of graduate exams  | 2 per exam session per<br>bargaining unit member |

37  
 38 \* Note that 45 load credits equal one 3-credit course reduction.

39  
 40  
 41 The above agreed upon compensation will be retroactive to June 1, 2003 for all bargaining  
 42 unit members who have or are currently providing the above-mentioned services.

43  
 44 In cases where a student has registered with the College, and remains registered through the  
 45 official add/drop period for a given project, thesis, and/or comprehensive exam and that  
 46 project, thesis, and/or comprehensive exam has not been completed, the affected bargaining  
 47 unit member will receive the compensation that would have been earned had the project,  
 48 thesis, or exam actually been completed. However, if the student subsequently completes the  
 49 work under the same bargaining unit member in a later semester, no additional  
 50 compensational will be provided to that affected bargaining unit member.

51

1 In the event that a bargaining unit member retires from Utica College and has a number of  
2 accumulated load credits for which no course reduction has been given, the bargaining unit  
3 member shall be compensated for those hours according to the following procedure:

4  
5 The bargaining unit member's total accumulated uncompensated load credits is divided by  
6 the number of load credits required to receive a 3 credit hour course reduction. The result of  
7 this computation is then multiplied by that bargaining unit member's appropriate 3 credit  
8 hour overload compensation. After May 31st, 2013, a bargaining unit member will be  
9 compensated up to a maximum of one three-credit overload under this formula.

10  
11  
12 ARTICLE XX  
13 FRINGE BENEFITS  
14

15 The term "domestic partner" as used in this Article refers to an individual whose application  
16 for an Acknowledgment of Domestic Partnership is in accordance with Utica College policy  
17 and has been approved by the Director of Human Resources.  
18

19 The term "retiree" as used in this Article refers to an individual aged at least 55, with a  
20 minimum of 5 years of service and a minimum combination of service and age at retirement  
21 equaling at least 65. All current bargaining unit employees aged 50 or older as of May 31,  
22 2004 will be exempt from this provision.  
23

24  
25 A. *GROUP HEALTH CARE PLANS*  
26

27 1. Effective January 1, 2010, the College will provide for full-time members of the  
28 bargaining unit a consumer driven, high deductible health care plan which includes a health  
29 savings account (HSA) feature. The College shall pay 83% of the plan premium. In addition,  
30 the College will contribute 80% of the plan deductible for employees enrolled in the plan on  
31 a quarterly basis to each participating employee's HSA account. Enrollment must occur  
32 within 31 day of the full-time employment date for immediate coverage and is canceled when  
33 employment terminates for any reason other than retirement or covered disability. Active  
34 employees age 65 and over may participate in the College's PPO group health insurance  
35 plan.

36 2. The College agrees to advance funds to employees prior to the scheduled quarterly  
37 contributions up to 80% of the deductible if needed before the regularly scheduled quarterly  
38 contributions. In addition, the College agrees to reimburse any employee who previously  
39 participated in the College's PPO plan and incurs greater total out-of-pocket costs (i.e. non-  
40 premium costs) for each calendar year under the consumer driven health insurance plan than  
41 they would have under the PPO plan.

42 3. Prior to any change in plan design, the employer will discuss same with the AAUP-UC.  
43 Any change to plan design cannot reduce the quality of existing health care nor increase the  
44 out-of-pocket expenses (i.e. non-premium costs) for bargaining unit members. The College  
45 is not responsible for any imposed changes that are initiated by the carrier. The carrier  
46 remains at the discretion of the employer. Prior to any changes of the carrier, the AAUP-UC  
47 Governing Board will be consulted. The AAUP-UC will have representation at any meeting  
48 that reviews and recommends changes of the carrier. In the event of the passage of federal  
49 health care reform legislation which impacts the ability of the College to maintain the plan,  
50 the College agrees to meet and negotiate with the AAUP-UC.

- 1 4. a. Retirees under the age of 65 may continue their enrollment in the medical plan  
2 available to active employees at the prevailing contributory rate.  
3
- 4 b. Retirees aged 65 through 69 will be covered by the College’s Medicare Advantage plan  
5 under the following conditions and at no cost to the employee:
  - 6 (1) The employee must have been enrolled in the plan at age 65
  - 7 (2) Federal Medicare benefits will be applied as an offset to the plan.
  - 8 (3) Such coverage is also available to spouse/domestic partners of such retirees who  
9 meet the eligibility requirements of the plan.
- 10 c. Retirees 70 or older should contact the Office of Human Resources for details  
11 concerning continuing their coverage on a full payment basis.  
12
- 13 d. Employees will become eligible for maternity benefits upon enrollment unless they are  
14 carried by a previous plan. Maternity benefits will not be extended beyond the date of  
15 termination of employment.  
16
- 17 e. Retirees residing outside of New York State for more than six months in a calendar year  
18 who purchase a Medicare supplement plan that supplements Medicare Parts A, B and D  
19 will receive monthly premium reimbursement up to the current amount of the College’s  
20 contribution to the premium cost of the College’s Medicare Advantage plan for in-state  
21 residents.  
22

23  
24 *B. GROUP LIFE INSURANCE PLAN*

25  
26 The College agrees to provide Group (Term) Life Insurance coverage for full-time members  
27 of the bargaining unit. Employees are eligible to enroll at the beginning of employment.  
28 Upon enrollment, the coverage will include:

- 29 1. \$40,000 of Life Insurance and \$40,000 of Accidental Death and Dismemberment  
30 insurance on a non-contributory basis.  
31
- 32 2. Additional Life Insurance coverage up to \$500,000, based on the salary and age of the  
33 employee, will be available to all members of the bargaining unit on a contributory basis.  
34

35  
36 Enrollment must occur within 31 days of the full-time employment date for immediate  
37 coverage, and is canceled when employment terminates for any reason other than retirement  
38 or covered disability.  
39

40 Details of the Plan are described in the “Group Life Insurance Certificate” available in the  
41 Human Resources Office.  
42

43 *C. EDUCATIONAL BENEFITS*

44  
45 A Summary of Educational Benefits is available in the Office of Human Resources. All  
46 educational benefits described below are subject to IRS regulations. Syracuse University  
47 benefits are subject to the terms and conditions of current agreements between Syracuse  
48 University and Utica College and thus may be superseded by changes in the Syracuse  
49 University policy. In addition, students are eligible for only one program at a time; if both  
50 parents are employed by Utica College, students do not receive double benefits.

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1. Utica College Remitted Tuition

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

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

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

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

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

Retirees are eligible for the same remitted tuition benefits.

2. Syracuse University Remitted Tuition

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

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

Retirees are eligible for these same remitted tuition benefits.

3. Graduate Remitted Tuition

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



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

#### 4 4. Child Dependent Scholarships

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

7  
8  
9  
10 Children (natural, legally adopted, or stepchildren claimed with IRS as dependents by  
11 the employee parent), may receive tuition scholarships applicable to full-time or part-  
12 time work in a matriculated status for studies leading to the first baccalaureate degree  
13 at Syracuse University or Utica College. This scholarship benefit is equal to the  
14 minimum number of credit hours required for completion of the student's degree  
15 program. The benefit is limited to those total credit hours or completion of the first  
16 baccalaureate degree, whichever comes first. The student must meet the respective  
17 institution's requirements for admission to and continuation in the academic program.  
18 Dependent children who have attended other institutions will have their number of  
19 credit hours of scholarship reduced by the number of credit hours of study accepted  
20 for transfer from the other institution(s).

21  
22 For each recipient of a child dependent scholarship the maximum benefit awarded is  
23 regular tuition less the sum of all tuition assistance, state scholarships/grants received  
24 by the student who qualifies for such aid. The student who qualifies must apply for all  
25 such state and federal tuition assistance awards. Failure to apply when qualified will  
26 result in a reduction of the dependent scholarship benefit by the equivalent of the  
27 minimum amount of state scholarships/grants.

28  
29 Termination of employment or change in status to less than full-time employment  
30 will immediately terminate dependent tuition benefits. Student enrollment continued  
31 after termination that occurs during a semester will require payment of the prorated  
32 tuition balance.

33  
34 If a bargaining unit member who has completed seven years consecutive service dies,  
35 dependent tuition scholarship benefits will be made available to surviving dependent  
36 children of the deceased member who are participating at the time of death or when  
37 such surviving dependent children become eligible for matriculation in an academic  
38 program at Syracuse University or Utica College.

39  
40 This same benefit coverage will be extended to the dependent children of full-time  
41 bargaining unit members who officially/formally retire from Utica College.

42  
43 Student Activity, laboratory, individual instruction, health, athletic, general and other  
44 fees are not covered by dependent tuition scholarship benefits and must be paid by the  
45 individual.

#### 46 5. Spouse/Domestic Partner Dependent Scholarship

47  
48 In addition to benefits for their dependent children, bargaining unit members are  
49 eligible, upon completion of 3 years continuous service, for tuition benefits for their  
50 spouse/domestic partners as described below.  
51  
52

1 Spouse/domestic partners of full-time bargaining unit members may receive tuition  
2 scholarship awards for either full-time or part-time work in a matriculated status or  
3 studies leading to the first or second baccalaureate degree. This scholarship benefit is  
4 equal to the minimum number of credit hours needed for the completion of either but  
5 not both first or second baccalaureate degree.  
6

7 Spouse/domestic partners receiving dependent scholarship tuition benefits may not  
8 receive simultaneously unused credits transferable from the bargaining unit member  
9 as described in "1. & 2." above. Termination of full-time employment terminates  
10 dependent scholarship benefits for the spouse/domestic partner. However, if the  
11 bargaining unit member retires or dies, a spouse/domestic partner matriculating in an  
12 academic program at Syracuse University or Utica College and receiving a dependent  
13 scholarship aid at the time will continue to receive these benefits under the original  
14 terms of the spouse/domestic partner's program.  
15

#### 16 6. Tuition Exchange Programs

17  
18 Utica College's current membership in Tuition Exchange, Inc. and CIC Tuition  
19 Exchange enables bargaining unit members at Utica College to apply for tuition  
20 exchange benefits for their dependent children at other institutions participating in  
21 Tuition Exchange after three (3) years of consecutive full-time employment.  
22

23 These awards are subject to certain restrictions and are based on availability of places  
24 for Utica College dependents. Bargaining unit members should check with the Office  
25 of Human Resources for details.  
26

#### 27 7. Cash Grant Program

28  
29 Dependent children of members of the bargaining unit who have completed seven (7)  
30 years of consecutive full-time service are eligible to apply for a cash grant benefit.  
31 This program provides for payment of a cash grant, applicable to tuition only, when  
32 the dependent child attends another accredited college or university. The maximum  
33 cash grant is \$800 per semester for eight (8) semesters. This benefit continues if the  
34 employee retires or dies.  
35

#### 36 *D. LONG TERM DISABILITY PLAN*

37  
38 The College agrees to provide a Long Term Disability Plan for bargaining unit members  
39 covered by this Agreement in the event of absence from work due to occupational or non-  
40 occupational injury or sickness which prevents the bargaining unit member from performing  
41 each and every duty of his/her occupation.  
42

43 The Plan for bargaining unit members with one or more years of continuous service provides  
44 the following benefits. For bargaining unit members with less than one year of continuous  
45 service, the benefits will continue for 12 months only.  
46

- 47 1. For the first sixteen (16) weeks of disability the eligible person will receive full pay.
- 48
- 49 2. For the seventeenth (17th) week of disability to the end of disability, age 65 or death,  
50 whichever comes first, the employee will be paid at 60% of base salary less any benefit  
51 reduction, such as disability benefits under Social Security or Worker's Compensation. In  
52 such cases, the College will waive Group Life and Health Insurance premiums.

1  
2 For more details, see Utica College’s Salary Continuation Plan. The Master Plan is on file in  
3 the President’s office. The entire cost of this non-contributory plan is paid by the College.

4  
5 *E. TIAA/CREF RETIREMENT PLAN*  
6

7 Utica College provides the TIAA/CREF Retirement Plan for bargaining unit members.

8  
9 For employees hired on or before May 31, 2004, the Employer will contribute an amount  
10 equal to 11% of the employee’s eligible (base salary) earnings to TIAA/CREF.

11  
12 For employees hired after May 31, 2004, the Employer will contribute an amount of the  
13 employee’s eligible (base salary) earnings to TIAA/CREF as shown in the following chart:

|    |           |     |
|----|-----------|-----|
| 14 |           |     |
| 15 | Year 1    | 0%* |
| 16 | Years 2-4 | 6%  |
| 17 | Years 5-7 | 9%  |
| 18 | Years 8+  | 11% |
| 19 |           |     |

20 \*Newly employed bargaining unit members previously  
21 employed full-time at another four-year college or university  
22 that provided retirement benefits through TIAA-CREF will  
23 receive 6% in their first year of employment at Utica College.  
24

25 Complete details about eligibility requirements of the plan can be found in the TIAA-CREF  
26 Plan Document kept in the Office of Human Resources.  
27

28 *F. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE*  
29

30 Bargaining unit members are eligible upon employment for enrollment in a separate  
31 contributory plan for a more comprehensive Accidental Death and Dismemberment Program  
32 of Coverage. Details of the plan can be secured in the Human Resources office.  
33

34 *G. HEALTH INSURANCE WAIVER BUYOUT PLAN*  
35

36 The “Health Insurance Waiver Buyout Plan” is available to all bargaining unit members who  
37 have alternative hospitalization and major medical insurance and have opted to waive  
38 insurance coverage available through the College. This benefit is extended to bargaining unit  
39 members whose spouse/domestic partner currently works at Utica College; the benefit in this  
40 instance is limited to the Individual Plan rate. (See section 4 below.)  
41

42 Bargaining unit members waiving coverage through the College receive an opt-out credit.  
43 Enrollment in the Waiver Buyout Plan will be conducted each year during the open  
44 enrollment period, generally held during the month of November. During this period, eligible  
45 bargaining unit members will be able to elect a change in coverage or a waiver buyout with  
46 changes to be effective January 1 of the following year.  
47

48 The Waiver Buyout Plan will provide the bargaining unit member with an annual lump-sum  
49 payment made payable in December of each year. The bargaining unit member must be on  
50 payroll at the time of the payment.  
51

1 The bargaining unit member must provide the Office of Human Resources, upon request,  
2 proof of enrollment.  
3

4 If an eligible bargaining unit member, after a careful review of other insurance coverage  
5 available to them through alternate carriers, decides to take advantage of the "Waiver" plan,  
6 he or she must comply with the following regulations to be eligible for the annual buyout:  
7

- 8 1. The bargaining unit member must sign a properly completed waiver and be off the Utica  
9 College Health Insurance plans for eleven consecutive months (January through  
10 November) prior to the date of payment. Payments will be made in December of each  
11 calendar year.  
12
- 13 2. Enrollment in the "Waiver" plan will be considered valid only upon receipt of the  
14 "Waiver" form in the Human Resource Office during the open enrollment period which  
15 is generally held in November. Note: It is incumbent upon the individual bargaining unit  
16 member to complete a "Waiver" form each calendar year.  
17
- 18 3. If, during the course of the year, circumstances change and a bargaining unit member  
19 experiences a qualifying event (contact the Office of Human Resources for examples) in  
20 which alternative coverage is no longer available, the bargaining unit member may enroll  
21 in any of the College plans. However, no prorated payment will be made.  
22
- 23 4. Payment Schedule Floor:  
24

| Bargaining Unit Member Eligibility | Annual Payment |
|------------------------------------|----------------|
| Individual Plan                    | \$500.00       |
| Subscriber & One                   | \$800.00       |
| Family Plan                        | \$1000.00      |

31 Contact the Office of Human Resources if you have questions or if you would like more  
32 information about this benefit.  
33  
34

35 ARTICLE XXI  
36 UNION SECURITY  
37

38 It is agreed that current members of AAUP-UC will, as a condition of employment, continue  
39 their membership for the life of this Agreement. Members of this unit who are not members  
40 of AAUP-UC can, on date of contract signing, elect to join or not to join. If they do join they  
41 will be required as a condition of employment to remain members for the life of the contract.  
42

43 All new members of this unit will have the opportunity to join or not to join as they see fit.  
44

45 A membership shall be deemed maintained as long as the employee tenders the uniformly  
46 required monthly dues.

ARTICLE XXII  
CHECK-OFF

A.

To: Utica College

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

Date:

Name - Print

Name - Signature

Social Security Number

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

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

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

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ARTICLE XXIII  
UNIT AND ADMINISTRATION MEETINGS

There shall be at least one meeting per semester between the President of the AAUP-UC and the President of Utica College to discuss work-related problems.

The President of the AAUP-UC and the President may convene a committee to discuss such problems and report to both presidents recommendations in regard to alleviating these problems.

If the committee's agreed-upon recommendations require any change in this Agreement, a memorandum of understanding will be drafted for the approval of the AAUP-UC and the President of Utica College.

ARTICLE XXIV  
DURATION

This Agreement shall become effective on June 1, 2008, and shall continue in effect until May 31, 2011, at midnight, and shall be automatically renewed from year to year thereafter unless at least one hundred twenty (120) days prior to the termination date either party serves written notice on the other of a desire to amend or modify the Agreement.

ARTICLE XXV  
SUCCESSOR CLAUSE

All successors of Utica College shall be bound to the terms and conditions as stated in this contract. It is understood that any such successor shall recognize the AAUP-UC as the sole bargaining agent for the purpose of collective bargaining with respect to all terms and conditions of employment as set forth in this current agreement. This successor clause and the requirements herein shall expire on May 31, 2011.

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ARTICLE XXVI  
SIGNATURES

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

For the College:

For AAUP-UC:

by: Todd S. Hutton  
President, Utica College

by: James M. Scannell  
President, AAUP-UC

by: Joseph A. DeTraglia  
Chief Negotiator

by: Ronald E. LaBella  
Chief Negotiator

by: R. Barry White  
Negotiator

by: Mary Ann Janda  
Negotiator

by: Ramona S. Rice  
Negotiator

by: Thomas G. Brown  
Negotiator

by: Raymond J. Pascucci  
Negotiator

by: Laurence G. Zoeckler  
Negotiator

Date: \_\_\_\_\_