

COLLECTIVE BARGAINING AGREEMENT

Between

St. Francis College

and

St. Francis College Adjunct Faculty Union,

LOCAL 7965, NYSUT, AFT, NEA, AFL-CIO

TABLE OF CONTENTS

<u>Article</u>	<u>Page Number</u>
Article I – Recognition: The Collective Bargaining Unit	2
Article II – Bargaining Unit Information	2
Article III – Payment of Union Dues or Agency Fees	3
Article IV – Commitment to Academic Freedom	4
Article V – Non-Discrimination	4
Article VI – Unlawful Workplace Harassment	5
Article VII – Labor Management Committee	5
Article VIII – Observation and Pedagogical Review and Student Evaluations	5
Article IX – Appointment and Reappointment	6
Article X – College Service Credit	8
Article XI – Workload	9
Article XII – Class Size	9
Article XIII – Distance Learning and Educational Technology	9
Article XIV – Notice of Full Time Vacancies, Department Meetings & Information	9
Article XV – Access to Facilities and Resources	10
Article XVI – Union Representative Visitation and Union Information	11
Article XVII – Probationary Period	12
Article XVIII – Grievance Procedure	13
Article XIX – Arbitration	16
Article XX – Compensation	18
Article XXI – Training	21
Article XXII – Medical Insurance Reimbursement Fund	21
Article XXIII – Pax et Bonum Employee Recognition Program	23
Article XXIV – Absence, Class Changes and College Closings Policies	24
Article XXV – Professional Support and Development Fund	24
Article XXVI – Access to certain other College Benefits and Non-Classroom Instruction	26
Article XXVII – Management Rights	27
Article XXVIII – Personnel Files	28
Article XXIX – Health and Safety	28
Article XXX – Termination	28
Article XXXI – Definitions	29
Article XXXII – Life Insurance	31
Article XXXIII – No Strike/No Lockout	31
Article XXXIV – Save Harmless/Entire Agreement	31
Article XXXV – Duration	32
Appendix A – Grievance Form	35

Article I – Recognition: The Collective Bargaining Unit

Section 1. Pursuant to the National Labor Relations Board Certification of Representative in Case No. 29-RC-11842, St. Francis College (the “College”) hereby recognizes the St. Francis College Adjunct Faculty Union, Local 7965, New York State United Teachers, AFT, NEA, AFL-CIO (the “Union”), as the sole and exclusive collective bargaining agent for all adjunct faculty employed by the College out of its facility located at 180 Remsen Street, Brooklyn, New York (the “Bargaining Unit”).

Section 2. All other employees, including but not limited to, full-time faculty, deans, directors, associate directors, managerial employees, and guards and supervisors as defined in the National Labor Relations Act are excluded from the Bargaining Unit.

Article II – Bargaining Unit Information

Section 1. Within thirty (30) days following the full execution of this Agreement, the College shall provide to the Union a list of the adjunct faculty members who are in the College’s records at that time. Such list shall contain the name, mailing address, date of hire, department name, rank, and the most recent completed semester of employment as an adjunct faculty member of the College. Such list shall also indicate whether the adjunct faculty member/employee of the College is in a dual capacity role, such as an administration or staff employee, and whether such employees are excluded from the Bargaining Unit because of his/her managerial, supervisory or any other excluded status.

Section 2. Pursuant to the schedule outlined below, the College shall provide to the Union a list containing the name, mailing address, department name, rank, course title(s), compensation and the number of completed semesters of teaching at the College in accordance with Article X of this Agreement (College Service Credit), of all adjunct faculty members who are teaching in the then current semester. With the Bargaining Unit Member’s individual written consent, such list may also include his/her email address, cell phone number and home phone number. Such list shall also indicate whether the adjunct faculty member/employee of the College is in a dual capacity role, such as an administration or staff employee, and whether such employees are excluded from the Bargaining Unit because of his/her managerial, supervisory or any other excluded status. Such list shall also include the names of any adjunct faculty members whose status has changed due to resignation or termination from College employment, or who have been promoted from the Bargaining Unit, e.g., into a full-time faculty position. The College agrees to make a good faith effort to provide the foregoing information as soon as reasonably possible, but in no event later than on the following schedule:

- (a). Within forty (40) calendar days after the start of classes for the Fall and Spring semesters;
- (b). Within ten (10) calendar days after the start of classes for the summer I, II and III semesters;
- (c). Within seven (7) calendar days after the start of classes for the winter and Spring Intersession semesters.

Section 3: Within seven (7) calendar days after the Union holds officer elections, the Union shall provide to the College a list of its officers and representatives, including shop stewards. Such list shall include their respective College departmental affiliation, official mailing address, email address and phone number. The Union shall advise the College in writing of any changes within seven (7) calendar days.

Article III – Payment of Union Dues or Agency Fees

Section 1. As a condition of employment and in accordance with applicable law, within thirty (30) calendar days after the initial date of employment, or within thirty (30) calendar days after the effective date of this Agreement, whichever is later, all Bargaining Unit Members shall be required to either (i) become and remain a member of the Union and pay membership dues as a condition of continued employment, or (ii) pay an agency fee to the Union as a condition of continued employment.

(a). For purposes of this Article, an “agency fee” is a fee charged by the Union to Bargaining Unit Members who do not wish to become members of the Union. The payment of such fee to the Union represents that portion of the membership dues routinely charged to Union members related to collective bargaining and contract administration purposes, which is lawfully chargeable to non-members. The Union shall establish the amount of the agency fee in accordance with applicable law. Bargaining Unit Members who choose to be agency fee payers shall pay the membership dues and may be eligible to receive an annual refund from the Union of the difference between membership dues and agency fees in accordance with applicable law.

(b). A Bargaining Unit Member who fails to pay either membership dues or agency fees in accordance with this Article shall be terminated. The effective date for such termination shall be the last day of the semester in which the Bargaining Unit Member’s failure to pay occurs.

(i). No Bargaining Unit Member shall be terminated pursuant to this Article unless the Union has provided the affected Bargaining Unit Member with written notice, including a reasonable opportunity to cure the delinquency, with a copy to the College’s Director of Human Resources (hereinafter referred to as the “Director”).

(ii). In the event any Bargaining Unit Member is terminated pursuant to this Article, the College shall not consider him/her for reemployment unless the Union advises the Director in writing that he/she has satisfied his/her financial obligation to the Union.

Section 2. No later than thirty (30) days following the full execution of this Agreement, the Union shall certify in writing to the Director, the current rate of its membership dues. In the event that the Union changes the rate of its membership dues, it shall provide the College no less than forty-five (45) days written notice prior to the effective date of such change.

Section 3. With respect to any Bargaining Unit Member on whose behalf the College receives a completed written Authorization of Payroll Deduction Form (either through the employee or the Union), which shall bear the signature of the Bargaining Unit Member, the College shall deduct from his/her wages, membership dues as certified by the Union in section 2 above. The College shall remit to the Union such funds deducted within thirty (30) calendar days, together with a list of the names of the Bargaining Unit Members from whose wages deductions were made.

Section 4. In the event the College receives an Authorization of Payroll Deduction Form after the start of the applicable semester, the College agrees to make the deductions from wages retroactive to the beginning of the then current semester, provided that the form is received by the College no less than fifteen (15) calendar days prior to the last pay date of such semester. The College shall have no further responsibility for the retroactive deduction of membership dues or agency fees from Bargaining Unit Member’s wages.

Section 5. The College shall not be responsible for the deduction of membership dues or agency fees for any period of time when the Bargaining Unit Member has no earnings as a member of the Bargaining Unit.

Section 6. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, except that the Union shall refund to the College any monies erroneously deducted by the College and remitted to the Union.

Section 7. The College will reactivate the applicable membership dues deduction or agency fee deduction status of Bargaining Unit Members who leave and then return to the Bargaining Unit pursuant to his/her last previous status.

Section 8. The Union will defend and indemnify the College against any and all claims or other forms of liability, including any costs and attorney's fees, which may arise from any action taken in connection with this Article or the enforcement thereof.

Section 9. The "Authorization of Payroll Deductions" form referred to herein shall be as follows below. The College shall include this Form in its initial hiring packet together with other new hire paperwork that is provided to all prospective Bargaining Unit Members.

AUTHORIZATION OF PAYROLL DEDUCTIONS

"I hereby authorize and direct St. Francis College to deduct from my salary and to remit to the Union on my behalf, regular periodic Union membership dues or agency fees in amounts specified by the St. Francis College Adjunct Faculty Union, Local 7965, NYSUT, AFT, NEA, AFL-CIO. This authorization may be revoked by me as of any anniversary date of the Collective Bargaining Agreement by written notice by me of such revocation, received by the College and the Union, by registered mail, return receipt requested, not more than sixty (60) calendar days and not less than ten (10) calendar days before any such anniversary date, or on the termination date of the Collective Bargaining Agreement, by like notice, prior to such termination date, whichever occurs sooner. All employees represented by the St. Francis College Adjunct Faculty Union are required to pay membership dues or agency fees to the Union within thirty (30) calendar days of their employment, or the execution date of the first Collective Bargaining Agreement between the Union and the College, whichever is later, as a condition of their employment at St. Francis College. In the event that the Collective Bargaining Agreement expires and is not extended I understand that the College's obligation to withhold membership dues or agency fees shall terminate."

Article IV – Commitment to Academic Freedom

The College and the Union subscribe to the principles of academic freedom. Specifically, Bargaining Unit members shall have academic freedom as teachers in full accordance with the provisions of the St. Francis College Faculty Statutes (the "Statutes").

Article V – Non-Discrimination

Neither the College nor the Union shall discriminate against any adjunct faculty member on the basis of race, color, religion, gender, sexual orientation, marital status, ethnic or national origin, disability, age, veterans' status, union activity, or any other protected status.

Article VI – Unlawful Workplace Harassment

Section 1. The College is committed to the principle that no employees shall be subject to unlawful workplace harassment, which includes, but is not limited to, sexual harassment.

Section 2. Within the first thirty (30) calendar days of employment, all Bargaining Unit Members shall be required to participate in the College's on-line training program in connection with preventing unlawful workplace harassment.

Article VII – Labor Management Committee

Section 1. A Labor Management Committee ("Committee") shall be established to discuss matters of mutual concern and interest and of general importance to the adjunct faculty, such as professional development, health and safety, training, space and facilities. This meeting may also serve to keep the Parties abreast of developments and to foster openness, productive dialogue, and collegiality.

Section 2. The Committee will meet once during the Fall semester and once during the Spring semester each academic year. All such meetings will normally be scheduled at a mutually convenient time during the College's normal business hours however meetings outside of the College's normal business hours may be scheduled by mutual agreement. No such meeting shall interfere with the classroom responsibilities of any adjunct faculty member. Proposed agendas shall be exchanged no less than two (2) weeks in advance of the meeting. Except by mutual agreement of the Parties, the meeting shall be limited to one (1) hour and shall be restricted to the proposed agenda items.

Section 3. The Union's Committee members shall not exceed five (5) individuals consisting of representative(s) of the Union (including Union representatives employed by NYSUT) and/or Bargaining Unit Members as may be chosen by the Union at its discretion. Any Bargaining Unit Member who serves on the Committee shall have taught at least one (1) course at the College during the preceding twelve (12) month period prior to the meeting, or is teaching at the College in the semester in which the meeting is held. The College's committee members shall not exceed five (5) individuals consisting of representatives of the College as may be chosen by the College at its discretion. The composition of the respective Committee members for each meeting shall be exchanged no less than three (3) business days prior to the meeting.

Article VIII – Observation and Pedagogical Review and Student Evaluations

Section 1. The College reserves the right to observe and evaluate Bargaining Unit Members in order to promote and maintain academic and professional standards, excellence in teaching and to assess their qualifications and suitability for reappointment.

Section 2. Beginning with the Fall 2013 semester, each Bargaining Unit Member shall receive one (1) scheduled classroom observation and pedagogical review (collectively referred to herein as the "Observation" or "Observations") in each of his/her first five (5) semesters of teaching at the College. The Observation shall be conducted by the Bargaining Unit Member's Department Chair or the Chair's designee (collectively referred to herein as the "Observer").

(a). Beginning with the Fall 2013 semester, Bargaining Unit Members with five (5) semesters or less of previous teaching experience at the College will receive applicable credit towards the above five (5)

semester Observation requirement based upon the number of semesters he/she has taught at the College (i.e., between one (1) and five (5) semesters of credit), irrespective of whether or not the College actually observed such Bargaining Unit Member during such semesters.

Section 3. Effective with the start of the Fall 2013 semester and beginning with the Bargaining Unit Member's sixth (6th) semester of teaching at the College, and thereafter, he/she shall receive one (1) scheduled classroom Observation in each academic year. In the event that any such Bargaining Unit Member does not teach for any reason in the applicable academic year, then he/she shall receive his/her next scheduled classroom Observation during the first semester of his/her return reappointment. Nothing herein shall preclude the College from requiring additional scheduled classroom Observations if in the College's good faith judgment, circumstances warrant it.

Section 4. Prior to any scheduled Observation pursuant to sections 2 and 3 above, the Observer and the affected Bargaining Unit Member will confer to determine an appropriate day and time to conduct such Observation and if necessary, to discuss the need to have certain materials provided in advance (e.g., course syllabus, written assignment materials, readings for the session).

Section 5. The Observer shall submit to the College's Provost, (and to the applicable Department Chairperson if he/she is not the Observer), and to the Bargaining Unit Member, a written report of the Observation, including a remediation plan for the Bargaining Unit Member, if warranted. The College will make a good faith effort to provide the written report as soon as reasonably possible, but in no event later than thirty (30) calendar days following the day in which the scheduled Observation took place. Upon receipt of the report, the Bargaining Unit Member shall review and sign it, and he/she may also submit a written response.

Section 6. Within two (2) weeks following the Bargaining Unit Member's receipt of the Observation report referred to in section 5 above, either the Observer or the Bargaining Unit Member may request a meeting to discuss the Observation and remediation plan, if any. Such requests shall be made in writing and the meeting shall be held within a reasonable period of time thereafter. In the event that a Bargaining Unit Member receives an unsatisfactory evaluation from the Observer, he/she may request in writing to be observed again by a different observer. The College will make reasonable efforts to conduct the Observation in the semester requested however it may be deferred to the subsequent semester in which the affected Bargaining Unit Member is teaching.

Section 7. The College shall consider student input in the evaluation of Bargaining Unit Members, however, it is agreed by the Parties that student evaluations shall not be used as the sole basis to evaluate the performance of Bargaining Unit Members. Upon request of the affected Bargaining Unit Member, the College will provide copies of student evaluations for their respective class(es), which shall not include the names of students.

Article IX – Appointment and Reappointment

Section 1. Except as otherwise provided herein and subject to the terms of this Agreement, the College reserves the right to make, change, renew and/or not renew adjunct faculty appointments. All such appointments and reappointments may be subject to change based on enrollment or lack of enrollment; course cancellation; hiring or reassignment of course work to full-time faculty; or, in limited circumstances, assignment of course work to accommodate the dual career interests of College administrators and/or staff.

Section 2. All adjunct faculty appointments and reappointments shall be the exclusive responsibility of the College.

Section 3. The College will base decisions to reappoint adjunct faculty on criteria that includes, but is not limited to, the following in priority order: (i) the needs of the college; (ii) course availability; (iii) the adjunct faculty members' qualifications for reappointment to a particular course(s) as assessed by the applicable Department Chairperson; (iv) observation and pedagogical review(s) in accordance with Article VIII of this Agreement (Observation and Pedagogical Review and Student Evaluations); and (v) the number of completed semesters of teaching at the College in accordance with Article X of this Agreement (College Service Credit). The decision whether or not to reappoint an adjunct faculty member shall not be based on his/her salary.

Section 4. The College will notify a Bargaining Unit Member in writing of its tentative plans to reappoint him/her by June 15 for the following Fall semester (or for an Annual Reappointment as defined in Section 8 below) and by December 15 for the following Spring semester. Such tentative notification of reappointment does not guarantee him/her a teaching assignment in any semester. Such teaching assignments shall be contingent upon whether a specific course(s): (i) is offered by the College; (ii) is available to adjunct faculty; and (iii) has student enrollment in sufficient numbers as determined by the College. In the event circumstances make the aforementioned notice periods impossible, the College shall provide as much notice as is feasible.

Section 5. For purposes of this Article, the names of adjunct faculty members printed in any schedule of classes shall not be construed as an appointment, reappointment or teaching assignment in any semester.

Section 6. Except in cases of emergencies or unforeseen circumstances, adjunct faculty members shall receive notice of their specific teaching assignments as soon as reasonably possible. Such notifications shall include, but not be limited to, the title of the course, class schedule, term of appointment, salary, and class roster as accessible through the College's on-line course management system.

Section 7. For purposes of this Agreement, the term "Discharge" shall mean the College's decision to terminate the employment of a Bargaining Unit Member during a semester in which he/she is teaching. For purposes of this Agreement, the term "Discipline" shall mean the formal imposition of a penalty by the College against a Bargaining Unit Member in response to alleged wrongdoing.

(a). In the event the College Disciplines or Discharges a post-probationary Bargaining Unit Member during a semester in which he/she is teaching, the Union, at the request of the affected Bargaining Unit Member, may file a grievance pursuant to this Agreement. Such Discipline and Discharge may only be imposed by the College for just cause. The College shall notify the Union in writing of any such Discharge or Discipline within five (5) days of the time such action is taken.

Section 8. Following a Bargaining Unit Member's completion of twelve (12) complete semesters of teaching courses at the College, he/she shall receive good faith consideration for reappointment to courses that are being offered by the College, provided that he/she has pursuant to Article VIII of this Agreement (Observation and Pedagogical Review and Student Evaluations), received a satisfactory or better observation in his/her most recent semester of teaching. Complete semesters of teaching courses at the College by Bargaining Unit Members shall be credited in accordance with Article X of this Agreement (College Service Credit). Such Bargaining Unit Members shall also be eligible to apply for

reappointment to teach courses offered by the College in both the Fall and Spring semesters of the subsequent academic year (referred to herein as an "Annual Reappointment"). Any such Bargaining Unit Member who wishes to be considered for an Annual Reappointment shall apply in writing by February 15 of each year to his/her Department Chairperson, with copies to the Provost, or his/her designee and the Director of Human Resources, or his/her designee, in accordance with a form provided by the College.

(a). Good faith consideration shall mean that the reappointment of any Bargaining Unit Member may be denied, reduced, or subsequently cancelled for such cause deemed sufficient by the College in its good faith judgment, including, but not limited to, the following circumstances:

(i). Poor performance by the Bargaining Unit Member, which shall be based upon, but not limited to, misconduct, non-performance, improper or incompetent performance, pedagogical reviews, classroom observation(s), student evaluations, or failure to follow the provisions of this Agreement or College policies. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel a reappointment.

(ii). Any circumstance in which a course(s) will be taught by a full-time faculty member;

(iii). Any circumstance which results in the College's decision to cancel a course(s), including, but not limited to, under enrollment, or other bona fide reasons necessitating a change in the College's academic, fiscal, or programmatic needs.

(b). Under the circumstances set forth in subparagraphs 8(a)(ii) and 8(a)(iii) above, the applicable Department Chairperson shall notify the Bargaining Unit Member and at that time also discuss whether or not he/she may be able to teach another course. Following this discussion, if requested by the affected Bargaining Unit Member, the College will make a good faith effort to locate and offer another scheduled course, if available, provided that the College determines the Bargaining Unit Member is qualified to teach the course. The Bargaining Unit Member shall confirm in writing to the applicable Department Chairperson as soon as possible his/her request pursuant to this subsection, which shall include the specific days of the week and times of the day that he/she is available to teach.

(c). Disputes with regard to the procedures set forth in this Section 8 may only be processed by the Parties in accordance with Article XVIII (Grievance Procedure) of this Agreement.

Article X – College Service Credit

Section 1. The College will credit from its employment records, the number of completed semesters of teaching at the College by Bargaining Unit Members (hereafter referred to as "College Service Credit") beginning with the summer semester of 2001. Bargaining Unit Members who taught at the College prior to the summer semester of 2001 who need to recognize additional College Service Credit for purposes required by this Agreement may provide a written request to the Provost or his/her designee, together with satisfactory supporting documentation. If approved, the Provost or his/her designee shall confirm such additional College Service Credit in writing. If applicable, completed semesters of teaching at the College as a full-time, non-tenure-track Lecturer will be counted towards a Bargaining Unit Member's College Service Credit in accordance with this Article X.

(a). Any Bargaining Unit Member may have a break in service for a period not to exceed eighteen (18) consecutive months without forfeiting his/her accumulated College Service Credit. In extenuating circumstances pursuant to Article XXX, Section 1(a) of this Agreement (Termination), the permissible break in service may be extended for up to an additional six (6) consecutive months (for a period not to exceed twenty-four (24) consecutive months). Such break in service periods shall be calculated from the last day of the last semester that he/she taught prior to the break in service.

(b). A Bargaining Unit Member who was employed, terminated and subsequently rehired prior to the effective date of this Agreement, will be given College Service Credit in accordance with Section 1 above.

(c). A Bargaining Unit Member who was employed, terminated pursuant to Article XXX of this Agreement (Termination) and subsequently rehired on or after the effective date of this Agreement, will be given College Service Credit from the date of his/her most recent rehire only.

Article XI – Workload

Section 1. Adjunct faculty shall ordinarily be permitted to teach no more than two (2) courses in any semester. In extenuating circumstances, the applicable Department Chairperson may make a request to the Provost to allow an adjunct faculty member to teach in excess of two (2) courses, but no more than eleven (11) adjunct faculty workload credits in any semester. The Provost in his/her sole discretion may approve or deny such requests. An adjunct faculty workload credit is equivalent to one (1) student contact hour per week in a lecture, lab or clinical setting.

Section 2. Non-classroom assignment settings such as Independent Study, (including Research and/or Tutorial), and Field Experience (including Internship and/or Student Teaching), may also be offered to adjunct faculty members on a limited basis at the discretion of the Department Chairperson in consultation with the Provost. Non-Classroom assignments shall not be counted towards adjunct faculty workload credits.

Article XII – Class Size

Pursuant to the Management Rights provision of this Agreement, the College shall have the sole discretion for establishing class sizes, including accepting an over or under-enrollment of students in classes taught by adjunct faculty. At the affected adjunct faculty member's request, the applicable Department Chairperson will be available to discuss any issues related to class size. In addition, in the case of an over-enrolled class, said adjunct faculty member shall be eligible to receive additional pay pursuant to Article XX, Section 3 of this Agreement (Compensation).

Article XIII – Distance Learning and Educational Technology

The College and the Union agree to study Distance Learning and related educational technology.

Article XIV – Notice of Full Time Faculty Vacancies, Department Meetings and Information

Section 1. The College shall post on its employee intranet portal and public website, and on the Department of Human Resources bulletin board, notices of permanent and temporary full time faculty vacancies. A copy of such notices shall also be sent via email to the Union's Designee. A Bargaining Unit Member who applies for a full-time position and meets the required qualifications shall be considered

for such position and shall have his or her application processed in accordance with the hiring procedures established for the position.

Section 2. Adjunct faculty members who are teaching in the then current semester will be invited to attend department meetings and the academic and social functions of the College, including participation in departmental faculty meetings in a non-voting capacity. At the discretion of the applicable Department Chairperson, adjunct faculty members may also be invited to serve on departmental committees.

Section 3: Departmental Notices which are communicated to full-time faculty shall also be communicated to Bargaining Unit Members within that department in the same manner as communicated to full-time faculty.

Article XV – Access to Facilities and Resources

Section 1. The Parties recognize the importance of adequate space, facilities and advanced technology in accomplishing the educational mission of the College.

Section 2. The College shall provide Bargaining Unit Members who are teaching in the then current semester access to certain College facilities and resources, including but not limited to: appropriate space to meet with students; telephones and space for mail located in his/her Department offices; and computers with internet capability. Generally, computers will be made available for use in the Library, various departments, computer labs and the Faculty Lounge during posted hours of operation.

(a). The College shall provide Bargaining Unit Members who are teaching in the then current semester, or who have taught at least one (1) course at the College during the preceding twelve (12) month period, individualized email accounts. In addition, such Bargaining Unit Members shall have College library borrowing privileges in the same manner as full time faculty.

Section 3. The College's Office of Document Services ("ODS") shall provide Bargaining Unit Members who are teaching in the then current semester with access to photocopying services and appropriate teaching supplies, including but not limited to, chalk, pencils, erasers, dry erase markers, paper, exam books and Scantron system. In the event ODS is closed, the applicable Department Chairperson, upon request of the affected Bargaining Unit Member, will coordinate access to the foregoing services and supplies. Bargaining Unit Members shall not use the College's photocopying equipment for any purpose that is not directly related to the class(es) they are teaching at St. Francis College. A Bargaining Unit Member is permitted to access the College's photocopying services prior to the start of a semester for purposes directly related to the class(es) he/she will be teaching at St. Francis College.

Section 4. Bargaining Unit Members shall be required to use Course Management Technology ("CMT") during all teaching assignments in coordination with the applicable Department Chairperson. CMT is designed to improve course delivery, class communication, organization and presentation, and is the web based location where Bargaining Unit Members, at the discretion of the applicable Department Chairperson, may be required to post course outlines, syllabi, class assignments, class notices and other relevant information for students. CMT includes, but is not limited to, commercial applications such as "Angel" or "BlackBoard", or any other on-line course management system utilized by the College.

Article XVI – Union Representative Visitation and Union Information

Section 1. Representatives of the Union, if employed by the College in the then current semester, shall have access to the College by virtue of their current employment.

Section 2. Representatives of the Union who are Bargaining Unit Members and are not employed by the College in the then current semester shall have access to the College provided that he/she has taught at least one (1) course at the College during the preceding twelve (12) month period.

Section 3. Representatives of the Union, including Union representatives employed by NYSUT and/or Union representatives who are Bargaining Unit Members and have not taught at the College during the preceding twelve (12) month period, shall have reasonable access to the College upon reasonable advanced notice to the Director of Human Resources or his/her designee (the “Director”), at mutually agreeable location(s) and time(s), for the purpose of conferring with Bargaining Unit Members, and for the purpose of administering this Agreement. Any such individual shall be considered a guest of the College.

Section 4. No Union representative, including, but not limited to, the Union’s shop stewards, shall handle grievances or conduct Union business of any kind during the working time of the shop steward, any affected adjunct faculty member, and/or any College employee who is not authorized to represent the College in adjunct faculty Bargaining Unit matters.

Section 5. No Union representative shall interfere with the normal business operations of the College, including the operation of any department or office, or the responsibilities of any employee of the College, including the classroom responsibilities of any full-time faculty and/or adjunct faculty member.

Section 6. No more than five (5) Union representatives, including no more than two (2) Union Representatives employed by NYSUT, may attend and/or present information about the Union to new adjunct faculty members at all new adjunct faculty orientation meetings as may be hosted by the College. The College shall notify the Union of the time and place of the meeting and will create and distribute an agenda no less than five (5) days prior to the meeting. The agenda will include twenty (20) minutes reserved for the Union to make its presentation. The Union shall provide the Director in writing, the names and titles of the Union Representatives who plan to attend no less than two (2) days prior to the meeting.

Section 7. The College shall provide one (1) bulletin board in a reasonably accessible place, such as near an elevator bank, for Union notices related solely to the Union's role as the bargaining representative of the adjunct faculty Bargaining Unit and not otherwise in violation of any College policy. The Union shall provide a copy of such notices to the Director within one (1) business day of the material being posted on the bulletin board. The Union shall be solely responsible for any and all materials posted on the bulletin board. The Union shall indemnify and hold the College harmless from any and all liability resulting from any claims, demands, suits or other actions arising from this provision, including but not limited to, attorneys' fees and the cost of litigation. No notices which are derogatory to the College, any College employee or to any member of the College community shall be posted. Any material not posted in accordance with this Article may be removed by the College.

Section 8: A copy of the Collective Bargaining Agreement shall be posted on the College’s employee intranet portal in the Human Resources section.

Section 9. At the Union's request, and provided space is available, the College will provide meeting space at the College for two (2), two (2) hour general membership Union meetings per academic year (hereinafter referred to as "Membership Meetings"). The Union shall make all such requests for meeting space with as much notice as possible, but in no event less than fifteen (15) business days before the desired meeting date. The College agrees that it shall not unreasonably deny such requests. Provided that the requirements of this Section 9 are met by the Union, and provided space is available, the College may at its sole discretion agree to grant timely requests by the Union to hold additional Membership Meetings.

(a). All such requests for meeting space shall be made in writing by an officer of the Union to the College's Office of Special Events on the form(s) provided by that office, subject to that office's procedures and requirements, and all applicable rules, regulations and practices relating to the use of College facilities. The reason for the request for meeting space must specify on this form(s) "adjunct faculty union general membership meeting". The Union shall simultaneously provide copies of any such form(s) to the Director. The College agrees to waive the fee it would normally charge for the use of its meeting space for Membership Meetings pursuant to this Section 9, however, the Union agrees that it shall be solely responsible for any and all other costs it incurs for hosting all such meetings, including, but not limited to, photocopying, catering, and/or set-up costs.

(b). The Union agrees that such Membership Meetings shall not interfere with the normal business operations of the College, including the operation of any department or office, or the responsibilities of any employee of the College, including the classroom responsibilities of any adjunct faculty member. The Union further agrees that access to the College to attend such Membership Meetings shall comply with the provisions of Sections 1,2 and 3 of this Article XVI and that those permitted to attend and/or participate in any such meetings (either in person or remotely) shall be limited solely to Bargaining Unit Members and authorized representatives of NYSUT. The Union shall provide reasonable advanced notice to the Director of a request for a non-College employee to attend a Membership Meeting. The Director will not unreasonably deny such a request.

(c). In the event that additional costs are incurred by the College due to such Membership Meetings, including but not limited to, additional support staff costs (e.g., to operate equipment such as computing and/or audiovisual, if requested by the Union) and/or additional janitorial or security services costs, the Union agrees that it shall, upon the College's written request together with supporting documentation, reimburse the College for any such additional costs actually incurred.

(d). The Union shall indemnify and hold the College harmless from any and all liability resulting from any claims, demands, suits or other actions arising from the use of its facilities pursuant to this Section 9, including, but not limited to, attorneys' fees and the cost of litigation.

Article XVII – Probationary Period

Section 1. All Bargaining Unit Members, including those hired prior to the effective date of this Agreement, shall serve a probationary period consisting of five (5) complete semesters of teaching courses at the College. During the probationary period, the College may Discipline or Discharge any such Bargaining Unit Members and such Discipline or Discharge shall not be subject to the grievance or arbitration provisions of this Agreement. The Union may represent such probationary Bargaining Unit Members in the handling of grievances other than those relating to Discipline or Discharge.

(a). Complete semesters of teaching courses at the College by Bargaining Unit Members prior to the effective date of this Agreement shall be credited towards the completion of the aforementioned five (5) complete semesters in accordance with Article X of this Agreement (College Service Credit).

(b). In the event any Bargaining Unit Member who is terminated pursuant to Article XXX of this Agreement (Termination) is subsequently reemployed by the College, he/she shall be required to serve a new probationary period.

Article XVIII – Grievance Procedure

Section 1. A Grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. However, the grievance procedures provided for herein shall not include disputes which are explicitly excluded from the grievance procedures by the terms of this Agreement. The procedures set forth below shall be the sole and exclusive procedures for the resolution of Grievances involving alleged violations of this Agreement.

Section 2. The College retains the sole authority as to all decisions involving academic matters, including but not limited to, the College's academic judgments in the areas of curriculum and course offerings, methods of instruction and faculty matters. Academic judgment exercised in the evaluation of the College's adjunct faculty is the judgment of the College's academic authorities as to whether or not to appoint, reappoint, and/or promote adjunct faculty. No adjunct faculty member shall necessarily be reappointed from one semester to the next, and if reappointed, shall have no right to grieve over the merits of the College's decisions concerning the number or types of courses, or sections of courses to be taught. The existence and right of the College to exercise such powers and authority shall not be subject to the grievance and arbitration procedures of this Agreement.

(a). Accordingly, any claimed violation of Article VIII (Observation and Pedagogical Review and Student Evaluations), Article IX (Appointment and Reappointment), Article XII (Class Size), and Article XXVII (Management Rights) shall be limited solely to procedural disputes and shall not otherwise be a "Grievance" under this Agreement. In the event that any such procedural dispute is arbitrable pursuant to this Agreement, the arbitrator's remedial authority shall be expressly limited to remanding any such matter for compliance with applicable procedures pursuant to this Agreement and/or compliance with applicable College policies.

Section 3. Any claimed violation of Article V (Non-Discrimination) and Article VI (Unlawful Workplace Harassment) of this Agreement shall be governed by, and processed pursuant to the applicable policies and procedures of the College. Any such claim shall not be a "Grievance" under this Agreement. The foregoing shall not be construed so as to deprive any individual of any statutory right.

Section 4. Any claimed violation of Article IV (Academic Freedom) of this Agreement shall be governed by, and processed pursuant to the applicable policies and procedures as set forth in the Faculty Statutes of the College. Any such claim shall not be a "Grievance" under this Agreement.

Section 5. The College's decision not to reappoint a Bargaining Unit Member shall not constitute Discharge or Discipline.

Section 6. General Provisions

- (a). Grievances that are alleged to have occurred prior to the effective date of this Agreement shall not be processed pursuant to this Agreement, including but not limited to, the grievance and arbitration provisions hereof.
- (b). By mutual written agreement of the Parties, any Grievance may initially be presented at Step 2 of the grievance procedure (i.e., to the Director of Human Resources or his/her designee).
- (c). By mutual written agreement of the Parties, any of the steps outlined in the formal grievance procedure may be waived in whole or in part in order to expedite arbitration of any given Grievance(s).
- (d). By mutual written agreement of the Parties, Grievances or arbitrations may be consolidated where similar issues exist.
- (e). Neither Party shall deem the terms of any settlement or withdrawal of any Grievance as precedent setting.
- (f). In the event that any claim is made at any time by any Bargaining Unit Member against the College under the provisions of this Agreement, any agreement or adjustment made by or between the Union and the College with respect to such dispute(s) shall be final and binding upon the Bargaining Unit Member. Nothing in this Agreement shall be construed as compelling the Union to submit any Grievance to arbitration.

Section 7. Informal Grievance Procedure

- (a). Any Bargaining Unit Member (also referred to herein as the "Employee" or "adjunct faculty member") may present and discuss complaints, disputes, controversies, and grievances of any kind or nature with their applicable Department Chairperson (hereinafter referred to as the "Chair") either with or without a representative of the Union. Similarly, a representative of the Union may present and discuss complaints, disputes, controversies, and grievances on behalf of any Bargaining Unit Member with the Chair and/or the College's Provost (hereinafter referred to as the "Provost") and/or the Colleges' Director of Human Resources (hereinafter referred to as the "Director") and/or any of their designees.
- (b). The foregoing presentation and discussion of any and all such matters shall be entirely informal. Any representations, settlement, withdrawal or disposition of any matter at this informal stage shall not constitute a binding precedent in the discussion or settlement of similar complaints, disputes, controversies or grievances.
- (c). Failing resolution at this informal stage, the formal grievance procedure outlined below shall apply.

Section 8. Formal Grievance Procedure

- (a). Only the Union, on behalf of a Bargaining Unit Member(s), shall have the right to file formal Grievances in accordance with this Agreement. No other person or entity shall have the right to initiate a Grievance pursuant to this Agreement.

(b). No Grievances and/or subsequent meetings at any step in the grievance procedure shall be handled during the working time of any adjunct faculty member or Union representative (if such representative is an employee of the College in the then current semester).

(c). At the Employee's option, he/she shall have the right to be present and to be represented by the Union at any step in the grievance procedures set-forth herein. If any Employee elects to be represented, the representative shall not be a representative of any organization, or any person, other than an authorized representative of the Union.

(d). The time limits contained herein shall not include Saturdays, Sundays and College holidays, and shall begin on the first full day following the day that the College receives the Grievance or Grievance appeal. All such time limits may be extended by mutual written agreement of the Parties.

(e). The Union shall deem the College's failure to answer any Grievance or Grievance appeal at any step as a denial of same. In such cases the Union, if it wishes to further pursue any such Grievance or Grievance appeal, must proceed to the next step of the grievance procedure pursuant to the process and time limits set-forth below.

(f). Failure of the Union to comply with the time limitations for filing a Grievance shall preclude any subsequent filing of the Grievance. Failure by the Union at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Union and the aggrieved Employee of the decision rendered at the previous step and shall not thereafter be considered subject to the grievance or arbitration provisions of this Agreement.

(g). The basis for any formal Grievance and all related appeals therefrom shall be set-forth with reasonable particularity in writing by the Union and the Employee on a form attached hereto as Appendix A (hereinafter referred to as the "Grievance Form").

(h). The Union and the Employee shall complete and sign the Grievance Form, including but not limited to, the provision of the following information: (i) the names of the person(s) involved and a description of the events that gave rise to the Grievance, (ii) the specific article(s) and section(s) of this Agreement allegedly violated and (iii) the remedy requested.

(i). A copy of the Grievance Form and all related appeals therefrom shall be provided by the Union or the Employee simultaneously to the Chair, the Provost and to the Director or their designees.

Section 9. Steps in the Formal Grievance Procedure

(a). Step 1 (Department Chair). The Union and the Employee shall complete and sign a Grievance Form and present it to the Chair or his/her designee within ten (10) days from the time the dispute arises or within ten (10) days of when the Employee should reasonably have become aware of the facts giving rise to a claimed violation of this Agreement. The Employee, with or without a representative of the Union, will meet and discuss the Grievance with the Chair within ten (10) days of the Chair's receipt of the Grievance Form. The Chair will render a written decision, noting same on the Grievance Form, within ten (10) days of the meeting. If the Grievance is not settled at this step, the Union may appeal to step 2.

(b). Step 2 (Director of Human Resources). The Union and Employee shall complete and sign the Grievance Form appeal and present it to the Director or his/her designee within ten (10) days after the Employee receives the Chair's written decision referred to in Step 1 above. The Employee, with or without a representative of the Union, will meet and discuss the Grievance with the Director or his/her designee within ten (10) days of the Director's receipt of the Grievance Form appeal. The Director or his/her designee will render a written decision, noting same on the Grievance Form, within ten (10) days of the meeting. If the Grievance is not settled at this step, the Union may appeal to step 3.

(c). Step 3 (Provost). The Union and Employee shall complete and sign the Grievance Form appeal and present it to the Provost or his/her designee within ten (10) days after the Employee receives the written decision referred to in Step 2 above. The Employee, with or without a representative of the Union, will meet and discuss the Grievance with the Provost within ten (10) days of the Provost's receipt of the Grievance Form appeal. The Provost will render a written decision, noting same on the Grievance Form, within ten (10) days of the meeting.

(d). Step 4 (Appeal to the President). Within ten (10) days following the receipt of the Provost's decision referred to in Step 3 above, the Union, if it wishes to pursue the matter further, shall so notify the College's President (hereinafter referred to as the "President") by certified mail, return receipt requested of its desire to appeal the Provost's decision. Such certified mail correspondence shall be limited solely to the completed and signed Grievance Form appeal and all documents that have been appended thereto in the preceding steps ending with the Provost's step 3 decision.

(i). Within ten (10) days following the President's receipt of the Grievance Form appeal, the President or his/her designee may issue a written decision overturning the Provost's Step 3 decision in connection with the Grievance, in which case the Grievance(s) shall be deemed settled and shall not be subject to further review or challenge pursuant to Article XIX of this Agreement (Arbitration), or any other appeal procedure. If the President chooses to issue such decision it shall be final and binding upon the Union, the College and the aggrieved Bargaining Unit Member(s).

(ii). In the event the President or his/her designee fails to act upon the matter following the ten (10) days described in subparagraph (d)(i) above, the Union, if it wishes to pursue the matter further, shall request arbitration pursuant to Article XIX of this Agreement (Arbitration) within the following ten (10) days.

Article XIX – Arbitration

Section 1. A timely Grievance which cannot be adjusted between the Parties pursuant to Article XVIII of this Agreement (Grievance Procedure) may be referred for arbitration, provided however that the terms and conditions of the aforementioned Article XVIII have been adhered to. Only the Union, on behalf of a Bargaining Unit Member(s), shall have the right to refer a Grievance to arbitration in accordance with this Agreement. No other person or entity shall have the right to initiate arbitration pursuant to this Agreement.

(a). All requests for arbitration shall be sent to the American Arbitration Association (hereinafter referred to as the "AAA") and shall be processed in accordance with its then prevailing Voluntary Labor Arbitration Rules. A copy of the request for arbitration shall simultaneously be provided to the College's Director of Human Resources by certified mail, return receipt requested.

Section 2. The AAA shall designate an arbitrator in each case from a panel of at least five (5) arbitrators approved in advance, in writing, by the Parties. The AAA shall designate the panel members to serve in alphabetical rotation. However, if the first arbitrator in the rotation is unable to schedule a hearing date within a reasonable time, the Parties may agree to select another arbitrator from the panel.

(a). If the parties are unable to agree upon the selection of a panel of arbitrators, or their successors, any opening or openings on said panel shall be designated in accordance with the Voluntary Labor Arbitration Rules then prevailing of the AAA.

(b). If the Parties mutually agree that none of the arbitrators on the panel are available on a timely basis in a particular case, an arbitrator in such case shall be designated in accordance with the Voluntary Labor Arbitration Rules then prevailing of the AAA.

(c). Either Party shall have the right, within the first thirty (30) days of each anniversary year of this Agreement, to demand in writing that an arbitrator(s) be removed from the panel and replaced by an arbitrator(s) agreed upon by both Parties. All such demands shall be honored by the non-moving Party. If the parties are unable to agree upon the selection of a successor arbitrator(s), a new arbitrator(s) for the panel shall be designated in accordance with the Voluntary Labor Arbitration Rules then prevailing of the AAA.

Section 3. The arbitrator shall have jurisdiction only over disputes arising out of Grievances as defined in this Agreement; he/she shall have no power, right or authority to add to, subtract from, modify, alter or amend in any way any of the terms or provisions or the express intent of this Agreement, or applicable law.

(a). Pursuant to this Agreement, including but not limited to Article XVIII (Grievance Procedure) hereof, certain provisions of this Agreement, including but not limited to provisions that require the College's exercise of academic judgment, are neither grievable nor arbitrable. No arbitrator shall have the authority to review the merits of the College's academic judgments or substitute his/her own judgment.

(b). In any arbitration proceeding regarding the termination or suspension of any adjunct faculty member, the arbitrator shall be limited to an award of the salary the adjunct faculty member would have received during the semester in which the Grievance occurred but for the termination or suspension. The arbitrator shall have no authority to make an award covering any previous or subsequent semester, nor shall the arbitrator have the authority to order reinstatement or reappointment, or any other relief.

Section 4. The arbitrator shall hold a hearing on a date and at a time and place mutually agreeable to the arbitrator and the Parties. The arbitrator shall issue a decision not later than thirty (30) calendar days following the date of the close of the hearing(s). The arbitrator's decision shall be in writing and shall set forth findings of fact and recommendations concerning the Grievance(s). The arbitrator may recommend an appropriate remedy only where he or she finds a violation of a specific provision of this Agreement.

Section 5. The fees and expenses of the AAA, the arbitrator and any other mutually agreed upon costs related to the arbitration shall be borne equally by the Parties.

(a). A Party individually shall pay any compensation and expenses relating to its own case, including but not limited to its witnesses, representatives, or advocates.

(b). A Party individually shall pay any fees associated with any unilateral withdrawal, postponement or cancellation of any arbitration or hearing.

(c). Any adjunct faculty member who is to be a witness at any scheduled arbitration proceeding will be permitted to attend, however, in the event that there is a conflict with his/her classroom responsibilities, he/she shall be required to make arrangements in advance with the applicable Department Chairperson and/or the Provost for the scheduled class(es) to be covered.

Section 6. General Provisions

(a). It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

(b). All time limits herein specified shall be deemed to be regular working days.

(c). Any failure to file a Grievance, or disposition of a Grievance from which no appeal is taken within the time limits specified in Article XVIII of this Agreement (Grievance Procedure) shall render the matter closed and shall not thereafter be considered subject to this Article XIX.

(d). The Parties agree not to arbitrate any Grievance which is substantially similar to a Grievance previously denied by an arbitrator under this procedure.

Article XX – Compensation

Section 1. Pursuant to Article XXI, Section 1(a) of this Agreement (Training), eligible Bargaining Unit Members shall receive additional payments for attending certain mandatory training as may be required by the College from time-to-time. Eligible Bargaining Unit Members who attend such training shall be paid \$25 per hour for each hour or portion thereof spent in attendance. Eligible Bargaining Unit Members who attend such training shall be paid for a minimum of two (2) hours.

Section 2. In the event the College cancels or reassigns any course(s) within ten (10) days prior to the scheduled first class in a Fall or Spring semester, or within two (2) days prior to the scheduled first class in any other semester, but after the Bargaining Unit Member has agreed to teach the course(s) and is not offered a replacement course(s), the College shall pay the affected Bargaining Unit Member a one-time payment of \$75 per credit for any such cancelled or reassigned course(s).

(a). In the event the College cancels or reassigns any course(s) after the first class is held in any semester, the Bargaining Unit Member shall be paid the pro-rated amount for the actual credit hours he/she taught. In addition, should the Bargaining Unit Member not be offered a replacement course, he/she shall also receive a one-time payment equal to a percentage of the total earnings that he/she would have otherwise received for teaching such cancelled or reassigned course(s), less any pay already earned, as follows:

- (i). If cancelled/reassigned during the first calendar week of classes, the College shall pay 15%;
- (ii). If cancelled/reassigned during the second calendar week of classes, the College shall pay 25%;

- (iii). If cancelled/reassigned during the third calendar week of classes, the College shall pay 50%;
- (iv). If cancelled/reassigned during the fourth calendar week of classes, or thereafter, the College shall pay 100%.

Section 3. In the event a Bargaining Unit Member believes that a class that he/she is teaching is materially overenrolled, he/she may make a written request to the Provost for additional pay. Should the Provost approve such request, he/she shall authorize in writing that an additional one-time payment be made to the affected Bargaining Unit Member in the amount of \$50 per credit for any such materially overenrolled class(es). The Provost's decision as to what constitutes a material over-enrollment shall vary by academic discipline and shall be final as a matter of academic judgment. For purposes of this Section, the final class size for any course shall be determined on the basis of the class roster after late registrations, transfers, withdrawals and other adjustments have been made.

Section 4. As of the effective date of this Agreement, all Bargaining Unit Members shall be considered Adjunct Lecturers or Senior Adjunct Lecturers.

Section 5. Senior Adjunct Lecturers shall be eligible to receive additional per credit pay in accordance with Section 7 (Salary Schedule) below, provided that he/she has received a satisfactory or better observation in his/her most recent semester of teaching. A Bargaining Unit Member shall automatically be granted the status of Senior Adjunct Lecturer as follows:

- (a). Bargaining Unit Members who as of the effective date of this Agreement, have completed sixteen (16) or more semesters of teaching at the College in accordance with Article X of this Agreement (College Service Credit), shall be considered a Senior Adjunct Lecturer.
- (b). A Bargaining Unit Member who during the term of this Agreement completes sixteen (16) semesters of teaching at the College in accordance with Article X of this Agreement (College Service Credit), shall be considered a Senior Adjunct Lecturer.
 - (i). For the purposes of subsections (a) and (b) above, irrespective of the number of semesters per Academic Year that a Bargaining Unit Member completed prior to this Agreement, or completes during the course of this Agreement, under no circumstances may he/she receive more than two (2) semesters of College Service Credit per Academic Year.
- (c). A Bargaining Unit Member who has earned a doctorate (e.g., Ph.D., D.Phil., D.P.S., Ed.D., J.D, D.M.A., MD) shall be considered a Senior Adjunct Lecturer. For purposes of this subsection however, in the following disciplines where a doctorate is not available – Creative Writing, Film/Video Production, Studio Art, and Acting – a Master of Fine Arts (“MFA”) degree earned by the Bargaining Unit Member shall be considered a doctorate (hereinafter collectively referred to as a “Doctorate”).

- (i). In the first semester following the effective date of this Agreement, in the event that the College is unaware that a Bargaining Unit Member has earned a Doctorate, he/she shall so inform the Provost in writing, with copies to the applicable Department Chairperson and the College's Director of Human Resources. If requested in writing by the Provost or his/her designee, the Bargaining Unit Member shall be required to have a certified transcript evidencing receipt of the Doctorate sent to the Provost or his/her designee. If approved by the Provost, the Bargaining Unit Member shall receive the applicable additional per credit Doctorate pay

retroactive to the beginning of the semester, provided that the information is received by the College no less than fifteen (15) calendar days prior to the last pay date of the semester.

(ii). In the event a Bargaining Unit Member earns a Doctorate during the term of this Agreement, he/she shall so inform the Provost in writing, with copies to the applicable Department Chairperson and the College's Director of Human Resources. The Bargaining Unit Member shall also be required to have a certified transcript evidencing receipt of the Doctorate sent to the Provost or his/her designee. If approved, the Bargaining Unit Member shall receive the applicable additional per credit Doctorate pay beginning in the next semester he/she teaches following such approval.

(d). The Provost's decision as to what constitutes a Doctorate shall be final as a matter of academic judgment.

Section 6. A Bargaining Unit Member shall be paid an additional \$25 per credit when he/she teaches graduate courses at the College. This additional pay does not apply to other courses he/she may teach at the College at the undergraduate level.

Section 7. Salary Schedule

The following salary schedule shall be effective beginning with the Fall semester of the 2012-2013 Academic Year (9/1/12-8/31/2013). Within thirty (30) days following the effective date of this Agreement, a Bargaining Unit Member who taught a course(s) in the 2012-2013 Academic Year shall receive his/her applicable retroactive pay.

Adjunct Lecturer	Per Credit Pay*
Effective Fall 2012	\$1,010
Effective Fall 2013	\$1,010
Effective Fall 2014	\$1,050
Effective Fall 2015	\$1,100
Senior Adjunct Lecturer**	
Effective Fall 2012	\$1,060
Effective Fall 2013	\$1,060
Effective Fall 2014	\$1,100
Effective Fall 2015	\$1,150

* Pursuant to Article XI (Workload) of this Agreement, "per credit pay" shall refer to one (1) Adjunct Faculty Workload Credit as defined in this Agreement. An Adjunct Faculty Workload Credit is equivalent to one (1) student contact hour per week in a lecture, lab or clinical setting. In addition to the number of hours of formal instruction and work incident thereto, it is understood that per credit compensation to a Bargaining Unit Member for any teaching assignment includes compensation for developing a syllabus, preparing for classes and, in compliance with timeframes established by the applicable Department Chairpersons, maintaining and submitting student attendance records, reviewing and grading student coursework, grade computations and calculations, and the submission of any and all other data and

materials required by the Department Chair during and at the conclusion of each course taught. It is also understood that per credit compensation includes the Bargaining Unit Member providing opportunities to students for student conferences when requested by students (i.e., counseling, advising and assisting students outside of classroom contact hours). Such conferences may take place before and/or after class, and/or by College email, and/or via the College's course management system. A Bargaining Unit Member shall also advise students on his/her course syllabi when he/she is routinely available for conferences, including the preferred manner in which the Bargaining Unit Member wishes to be contacted by students.

**** A Bargaining Unit Member is not eligible and shall not receive additional per credit pay as a Senior Adjunct Lecturer in the semester following any semester during which he/she received an unsatisfactory Observation and/or was placed in a Remediation Plan pursuant to Article VIII of this Agreement (Observation and Pedagogical Review and Student Evaluations). The Bargaining Unit Member's pay however shall be restored on a non-retroactive basis in the first full semester following such time as he/she receives a satisfactory or better Observation pursuant to the aforementioned Article VIII.**

Section 8. The College shall issue paychecks to Bargaining Unit Members no less frequently than required by applicable law.

Article XXI – Training

Section 1. Bargaining Unit Members shall attend mandatory training sessions at the sole discretion of the College. Such training may include, but is not limited to, training related to its policies and/or laws applicable to its employees, and/or employee development training which in the College's good faith judgment is necessary to effectuate the mission of the College. The College will make a good faith effort to offer mandatory training during multiple sessions and/or at varied times.

(a). With the exception of (i). any new hire orientation meetings as referred to in Article XVI, section 6 of this Agreement (Union Representative Visitation and Union Information) and (ii). the anti-workplace harassment training referred to in Article VI, section 2 of this Agreement (Unlawful Workplace Harassment), Bargaining Unit Members who are teaching in the then current semester, or who have taught at least one (1) course at the College during the preceding twelve (12) month period, will be compensated for attending any other mandatory training that may be required by the College. Such compensation shall be in accordance with Article XX, section 1 of this Agreement (Compensation).

Section 2. Bargaining Unit Members who are teaching in the then current semester, or who have taught at least one (1) course at the College during the preceding twelve (12) month period may participate in certain optional employee or professional development training as may be offered by the College from time to time. Such training will be provided at no cost to the Bargaining Unit Member and he/she shall not be compensated by the College for attending.

Article XXII – Medical Insurance Reimbursement Fund

Section 1. The College shall establish a Medical Insurance Premium Reimbursement Fund (hereinafter referred to as the "Fund") for eligible Bargaining Unit Members. In order to become eligible, and maintain eligibility to apply for grants from the Fund, a Bargaining Unit Member shall:

(a). Be post-probationary pursuant to Article XVII of this Agreement (Probationary Period) and have taught a minimum of one (1) course at the College during the then applicable College Fiscal year (i.e., July 1 to June 30), and;

(b). Have no access to any employer provided health insurance, either through his/her own employment or through the employment of his/her spouse or domestic partner, and;

(c). Have purchased a "Qualified Medical Insurance Policy" covering the Bargaining Unit Member in his/her name, and/or in the name of his/her spouse or domestic partner, and submit proof of the payment.

Section 2. The term "Qualified Medical Insurance Policy" means a medical insurance policy issued by a licensed insurance company. This does not include any other health plan, including but not limited to dental, vision or long-term care. A Qualified Medical Insurance Policy in the name of the Bargaining Unit Member's spouse or domestic partner must include documentation acceptable to the College that the Bargaining Unit Member is covered as a dependent.

Section 3: Eligible Bargaining Unit Members applying to the Fund shall submit a completed Request for Reimbursement Voucher to the College's Office of Human Resources ("Human Resources") no later than June 15th of each year for Qualified Medical Insurance Policy premium payments made in the then applicable Fiscal year. Vouchers may be obtained from Human Resources, or may be downloaded from the College's employee intranet portal. The Bargaining Unit Member shall attach the following documents to each voucher submitted:

(a). Bill(s) for the medical insurance premium(s) from the medical insurer in the name of the Bargaining Unit Member or his/her spouse or domestic partner, and;

(b). Acceptable proof of payment for the period in which reimbursement is sought, and;

(c). Acceptable documentation of the Qualified Medical Insurance Policy, as determined by the College's Director of Human Resources.

Section 4. The College shall make annual reimbursement payments to approved applicants by July 15 of each Fiscal Year pursuant to Section 5 below for approved Qualified Medical Insurance Policy payments in the previous Fiscal Year. The decision to approve or deny any reimbursement application pursuant to this Article shall be provided to the affected Bargaining Unit Member in writing. The College shall provide a written report to the Union detailing Bargaining Unit Members' utilization of the Fund.

Section 5. Funding and Reimbursement

(a). Beginning in the first Fiscal year that this Agreement is in effect (i.e., July 1, 2013 to June 30, 2014), the College shall allocate \$10,000 to the Fund. Funds shall be distributed equally to all approved applicants, except that in no event shall any payee receive reimbursement from the Fund in an amount that exceeds that which he/she had applied for in this Fiscal year.

(b). Beginning in the second Fiscal year that this Agreement is in effect (i.e., July 1, 2014 to June 30, 2015), the College shall allocate \$12,500 to the Fund. Funds shall be distributed equally to all approved

applicants, except that in no event shall any payee receive reimbursement from the Fund in an amount that exceeds that which he/she had applied for in this Fiscal year.

(c). Beginning in the third Fiscal year that this Agreement is in effect (i.e., July 1, 2015 to June 30, 2016), the College shall allocate \$15,000 to the Fund. Funds shall be distributed equally to all approved applicants, except that in no event shall any payee receive reimbursement from the Fund in an amount that exceeds that which he/she had applied for in this Fiscal year.

(d) Notwithstanding the allocations set forth in subsections (a), (b) and (c) above, no Bargaining Unit Member may receive reimbursements from the Fund in an amount that exceeds his/her Qualified Medical Insurance Premium Payments during an applicable Fiscal year.

(e). The allocations set forth in subsections (a), (b) and (c) above shall not be cumulative. In the event that the application of this Article XXII results in the College disbursing less than the maximum cumulative amounts in a Fiscal year, the undisbursed amount shall not be carried forward into the subsequent Fiscal year, but shall instead revert to the College.

Article XXIII – Pax et Bonum Employee Recognition Program

Section 1. Provided that the College continues to make this benefit available to its full-time faculty, Bargaining Unit Members shall continue to be eligible to participate in the College's Pax et Bonum Employee Recognition Program as may be modified by the College in its sole discretion (hereinafter referred to as the "Program"). The Program as currently constituted recognizes employees who have completed fifteen (15) years and twenty-five (25) years of College service respectively.

Section 2. Upon the effective date of this Agreement, all Bargaining Unit Members shall receive service credit towards Program eligibility based on the number of completed semesters of teaching at the College in accordance with Article X of this Agreement (College Service Credit), except that for purposes of the Program only, the following eligibility criteria shall apply:

(a). All Bargaining Unit Members, including those employed prior to the effective date of this Agreement, shall be credited with one (1) year of service for every two (2) completed semesters of teaching in an Academic Year, including Academic Years prior to the effective date of this Agreement.

(b). In the event a Bargaining Unit Member completed prior to this Agreement, or completes during the course of this Agreement, one (1) semester of teaching in any Academic Year, he/she shall receive 0.50 years of service, which shall accrue and be applied towards one (1) year of service upon a completed semester in a subsequent Academic Year.

(c). Irrespective of the number of semesters per Academic Year that a Bargaining Unit Member completed prior to this Agreement, or completes during the course of this Agreement, under no circumstances may he/she receive more than one (1) year of Program credit per Academic Year.

Article XXIV – Absence, Class Changes and College Closings Policies

Section 1. The College expects that Bargaining Unit Members will be present at all scheduled classes, including examinations. If any Bargaining Unit Member must unavoidably be absent from class for any reason, he/she shall provide as much advanced notice as is possible to their respective Department Chairperson or his/her designee, and the affected students. At that time, the Bargaining Unit Member shall also discuss with the applicable Department Chairperson or his/her designee all pertinent issues relating to the missed class(es), including whether the class(es) should be conducted as scheduled with a substitute teacher or rescheduled and conducted by said Bargaining Unit Member.

Section 2. Bargaining Unit Members shall not cancel any class or assign a substitute teacher to cover any class without prior notification to and approval by the applicable Department Chairperson and the Provost or their designees. Additionally, Bargaining Unit Members shall not change the time and/or location of any class, or the time and/or location of any final exam, without prior notification to and approval by the applicable Department Chairperson and the Provost or their designees. Similarly, an adjunct faculty member shall notify and obtain approval from the applicable Department Chairperson and the Provost or their designees before scheduling any class make-up sessions, field trips and/or out-of-class activities.

Section 3. Any College closings or class cancellations shall be communicated to adjunct faculty members through the College's SFC Alerts networks in accordance with the policy associated therewith, as may be amended from time to time, and made available to all adjunct faculty members on the College's employee intranet portal in the Human Resources section.

Article XXV – Professional Development Fund

Section 1. The College shall establish a Professional Development Fund (hereinafter referred to as the "Development Fund") for eligible Bargaining Unit Members. The purpose of the Development Fund shall be to provide resources for the individual professional development needs of eligible adjunct faculty members that are directly related to their academic responsibilities at the College. Grants provided from the Development Fund shall be used for the payment of reasonable costs associated with pre-approved, verifiable active participation in professional development activities relevant to the adjunct faculty member's discipline or teaching responsibilities. In order to become eligible, and maintain eligibility to apply for grants from the Development Fund, a Bargaining Unit Member shall be post-probationary pursuant to Article XVII of this Agreement (Probationary Period) and have taught at least one (1) course at the College during the preceding twelve (12) month period.

Section 2. A Professional Development Review Committee ("Professional Development Committee") shall be established to provide input regarding the Development Fund applications. This committee will meet once during the Fall semester and once during the Spring semester each academic year. The Professional Development Committee members shall not exceed five (5) individuals consisting of representative(s) of the Union and/or Bargaining Unit Members as may be chosen by the Union at its discretion. Any Bargaining Unit Member who serves on this committee shall have taught at least one (1) course at the College during the preceding twelve (12) month period prior to the meeting, or is teaching at the College in the current semester.

(a). Eligible Bargaining Unit Members may submit no more than one application in the Fall semester and one application in the Spring semester per academic year, during the months of October and February

only. Applications shall be submitted in writing to the Union representatives of the Professional Development Committee, with copies to the Provost or his/her designee, the Applicable Department Chairperson and the College's Director of Human Resources. All applications shall be submitted in accordance with a form provided by the College, which shall include no less than the following information:

- (i). Statement of the purpose of the application and the proposed benefits to College and/or adjunct faculty member, and;
- (ii). Itemized estimate of anticipated costs and supporting information (e.g., brochures, flyers, etc.).

Section 3. Final decisions to approve or deny any grant application from the Development Fund shall be a matter of academic judgment, which shall be vested exclusively in the Provost or his/her designee, with input from the Professional Development Committee. All such decisions shall be provided to the affected adjunct faculty member in writing. All approved Development Fund activities shall take place within the time period specified in the approved grant application. The College shall provide a written report to the Union detailing Bargaining Unit Members' utilization of the Development Fund.

(a). As a condition of accepting Development Fund grants from the College, Bargaining Unit Members agree to submit a detailed written report of their grant activities within a reasonable period of time following the completion of such activities to the Provost or his/her designee, with copies to the Committee and the Applicable Department Chairperson. Irrespective of the eligibility requirements set forth in Section 1 of this Article XXV above, any Bargaining Unit Member who fails to submit the aforementioned report shall be ineligible to receive future Development Fund grants.

Section 4. Funding and Grant Maximums

(a). Beginning in the first Fiscal year that this Agreement is in effect (i.e., July 1, 2013 to June 30, 2014), the maximum grant from the Development Fund per eligible Bargaining Unit Member shall not exceed \$800, provided that the total grants payable from the Development Fund on behalf of all Bargaining Unit Members shall not exceed \$8,000 within this Fiscal year.

(b). Beginning in the second Fiscal year following the effective date of this Agreement (i.e., July 1, 2014 to June 30, 2015), the maximum grant from the Development Fund per eligible Bargaining Unit Member shall not exceed \$900, provided that the total grants payable from the Development Fund on behalf of all Bargaining Unit Members shall not exceed \$9,000 within this Fiscal year.

(c). Beginning in the third Fiscal year following the effective date of this Agreement (i.e., July 1, 2015 to June 30, 2016), the maximum grant from the Development Fund per eligible Bargaining Unit Member shall not exceed \$1,000, provided that the total grants payable from the Development Fund on behalf of all Bargaining Unit Members shall not exceed \$10,000 within this Fiscal year.

(d). The allocations set forth in subsections (a), (b) and (c) above shall not be cumulative. In the event that the application of this Article XXV results in the College disbursing less than the maximum cumulative amounts in a Fiscal year, the undisbursed amount shall not be carried forward into the subsequent Fiscal year, but shall instead revert to the College.

Article XXVI – Access to certain other College Benefits and Non-Classroom Instruction

Section 1. Provided that the College continues to make the benefits set-forth below in this Article XXVI available to its full-time faculty, the College shall also make them available to eligible Bargaining Unit Members, and in the same manner as may be available to full-time faculty:

(a). Pre-Tax Commuter Benefit Plan: Effective July 1, 2013, a post-probationary Bargaining Unit Member teaching in the then current semester shall have the option to participate in the College-sponsored pre-tax Commuter Benefit Plan. Enrollment information may be obtained from the Office of Human Resources, or may be downloaded from the College's employee intranet portal;

(b). Supplemental Retirement Plan. All Bargaining Unit Members teaching in the then current semester shall have the option to participate in the College-sponsored Supplemental Retirement Plan. Enrollment information may be obtained from the Office of Human Resources, or may be downloaded from the College's employee intranet portal;

(c). Direct Deposit Program. All Bargaining Unit Members teaching in the then current semester shall have the option to participate in the College-sponsored Direct Deposit Program. Enrollment information may be obtained from the Office of Human Resources, or may be downloaded from the College's employee intranet portal;

(d). Enhanced Short-term Disability Insurance. All Bargaining Unit Members teaching in the then current semester shall continue to be provided enhanced short-term disability insurance coverage;

(e). Employee Assistance Program. All Bargaining Unit Members teaching in the then current semester shall continue to be provided access to the College's Employee Assistance Program;

(f). Employee Health Fair. Any Bargaining Unit Member teaching in the then current semester or has taught at least one (1) course at the College during the preceding twelve (12) month period shall have continued access to the College's Employee Health Fair, which is generally held in each Fall semester. This annual event focuses on wellness and disease prevention and usually features free flu shots and various health screenings.

(g). Non-Classroom Teaching Assignments. The College shall continue to offer Bargaining Unit Members the option to accept non-classroom teaching assignments. Pursuant to Article XI of this Agreement (Workload), non-classroom assignments such as Independent Study, (including Research and/or Tutorial), and Field Experience (including Internship and/or Student Teaching), may be offered to Bargaining Unit Members. It is understood however that such assignments are flexibly developed by the College and depend on the needs of affected students, enrollment and other academic and/or programmatic factors. Compensation rates for non-classroom teaching assignments are established by the Provost in consultation with the various Department Chairpersons. In the event a Bargaining Unit Member accepts any non-classroom teaching assignment, he/she shall be compensated in accordance with the then applicable policy of the College that apply to its full-time faculty. The Parties agree that no provision of this Agreement shall apply should a Bargaining Unit Member choose to accept any non-classroom assignment(s).

Article XXVII – Management Rights

Section 1. Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union hereby agrees that the College has the right to establish, plan, direct and control the College's programs, course offerings, objectives, mission, activities, resources, and priorities; to establish and administer policies, procedures, rules and regulations and direct and control the College's operations; to alter, extend, reduce, discontinue or cancel existing programs, units, courses, equipment, facilities, and locale of operations; to determine or modify the type of personnel to perform duties, the number, qualifications, scheduling, responsibilities and assignment of adjunct faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the timing and content of evaluations, and to determine the processes and criteria by which adjunct faculty are evaluated; to require the use of new technologies and systems in the performance of work at the sole discretion of the College; to establish and require adjunct faculty to observe College policies, procedures, rules, and regulations; to discipline or dismiss adjunct faculty; to exercise the option not to hire or reappoint adjunct faculty; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring, reappointment, promotion, and tenure; to determine all matters related to student admissions and class sizes; to introduce new methods of instruction; to exercise sole authority on all decisions involving academic matters.

Section 2. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching shall be made at the sole discretion of the College. The College shall also have the right to establish, alter or amend any practices and/or "terms and conditions of employment" not specifically covered in this Agreement.

Section 3. The College retains the right to subcontract all or any portion of its operations except that it hereby agrees not to subcontract courses offered at the College that carry at least one (1) credit towards a College-conferred degree. The preceding sentence shall in no way limit the College's right to assign its full-time faculty to teach any course offered at the College, including, but not limited to, any course previously taught by Bargaining Unit Members. The College retains the right to assign non-credit bearing courses to non-bargaining unit members and such assignments shall not constitute subcontracting or otherwise be in violation of this Agreement.

Section 4. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College.

Section 5. No action taken by the College with respect to management or academic rights shall be subject to the grievance and arbitration procedures of this Agreement or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 6. In the administration of all matters covered by this Agreement, the College and the adjunct faculty are governed by existing and future law; government-wide rule and regulation proscribed on or before the effective date of this Agreement; future government rule and regulation implementing future law, applicable to, and existing at the time of, any future modifications of this Agreement; and any other future rule or regulation to the extent required by law.

Article XXVIII – Personnel Files

Section 1. The personnel file (“File”) for all adjunct faculty members shall be maintained by the College’s Director of Human Resources (“Director”). The College shall place in the File only documents relating to an adjunct faculty member’s performance and employment.

(a). Anonymous documents shall not be placed in the File unless the contents thereof have been investigated and substantiated by the College. No anonymous documents pertaining to an unsubstantiated investigation shall be placed in the File.

(b). Adjunct faculty members may respond in writing to anything contained in the File and the College will place such responses in the File.

Section 2. Upon reasonable notice to, and appointment with the Director at a mutually convenient time during the College’s normal business hours, the College shall permit any adjunct faculty member, with or without a Union representative, to examine the File in the presence of the Director or his/her designee. No such inspection shall interfere with the College classroom responsibilities of any adjunct faculty member or Union representative (if such representative is an employee of the College in the then current semester).

Article XXIX – Health and Safety

The College shall carry out its obligation as set forth in the applicable federal, state and local laws and regulations to provide a safe and healthy environment for its employees. Any adjunct faculty member shall immediately report any suspected unsafe conditions to the College’s Facilities Office and/or to the Director of Human Resources.

Article XXX – Termination

Section 1. A Bargaining Unit Member’s employment shall be deemed terminated when he/she (i). resigns, or, (ii). is discharged, or, (iii). has a break in service (i.e., has not taught a course at the College) for any reason for a period which has exceeded eighteen (18) consecutive months. In extenuating circumstances as provided for in subsections (a) and (b) below, a Bargaining Unit Member may request that the break in service limitation be extended for up to an additional six (6) consecutive months (for a period not to exceed twenty-four (24) consecutive months). Such break in service periods shall be calculated from the last day of the last semester that he/she taught prior to the break in service.

(a). Upon the written request of the affected Bargaining Unit Member, he/she may be granted up to an additional six (6) consecutive month break in service in the event that he/she was reappointed to teach a course(s) during the eighteen (18) consecutive month period but was prevented from doing so because (i). the course(s) was assigned to a full-time faculty member, or, (ii). the course(s) was cancelled, or, (iii). he/she had a documented serious health condition or other serious emergency involving the Bargaining Unit Member or a member of his/her immediate family.

(b). All such extension requests shall be made in writing to the Provost at the time of the occurrence or as soon as reasonably possible thereafter, and shall include supporting documentation satisfactory to the College, subject to verification by the College.

(c). In the event any terminated Bargaining Unit Member pursuant to this Section 1 is eligible for rehire and is subsequently reemployed by the College, he/she shall be considered a new employee for all purposes pursuant to this Agreement.

Section 2. Any Bargaining Unit Member who accepts the College's appointment or reappointment offer in a semester and then subsequently declines to teach in that semester for any reason prior to the first class session, shall provide written notice to the applicable Department Chairperson at the earliest possible opportunity, but not later than three (3) weeks prior to the first class session. Failure to provide such notice shall be deemed a resignation pursuant to Section 1(i) above and such Bargaining Unit Member shall be ineligible for rehire in any future semester, except in circumstances of a documented serious health condition or other serious emergency involving the Bargaining Unit Member or a member of his/her immediate family. In such cases, upon the written request of the affected Bargaining Unit Member, the Provost will review the circumstances and in his/her sole discretion may grant a written waiver of this requirement and these consequences in extenuating circumstances. In order to be considered, a Bargaining Unit Member must make his/her request as soon as reasonably possible and include supporting documentation satisfactory to the College.

Section 3. Any Bargaining Unit Member who resigns pursuant to Section 1(i) above during a semester, e.g., any time after the first class session, shall be ineligible for rehire in any future semester, except in circumstances of a documented serious health condition or other serious emergency involving the Bargaining Unit Member or a member of his/her immediate family. In such cases, upon the written request of the affected Bargaining Unit Member, the Provost will review the circumstances and in his/her sole discretion may grant a written waiver of this requirement and these consequences in extenuating circumstances. In order to be considered, a Bargaining Unit Member must make his/her request as soon as reasonably possible and include supporting documentation satisfactory to the College.

Article XXXI – Definitions

Section 1. For purposes of this Agreement, the following terms shall be defined as follows:

(a). The term "Academic Year" as used in this Agreement is the College's academic year, which begins with the Fall semester and concludes with the last Summer semester.

(b). The term "adjunct faculty" or "adjunct faculty member(s)" as used in this Agreement shall refer to a part-time faculty member of St. Francis College, whether or not he/she is a member of the Union.

(c). The term "Adjunct Faculty Workload Credit" as used in this Agreement shall mean the equivalent of one (1) student contact hour per week in a lecture, lab or clinical setting.

(d). The terms "Bargaining Unit Member" or "Bargaining Unit Member(s)" as used in this Agreement shall refer to an individual(s) employed by the College as an adjunct faculty member(s) and who are also eligible for membership in the Bargaining Unit as defined in Article I of this Agreement (Recognition). No individual shall be considered a Bargaining Unit Member for any purpose under this Agreement if he/she has been terminated pursuant to Article XXX of this Agreement (Termination).

(e). The term "Bargaining Unit" as used in this Agreement shall refer to all adjunct faculty members represented by the Union as defined in Article I of this Agreement (Recognition).

(f). The term “College” as used in this Agreement shall refer to St. Francis College located at 180 Remsen Street, Brooklyn, New York and the authorized representatives thereof.

(g). The term “College Service Credit” as used in this Agreement shall mean the number of completed semesters of teaching by Bargaining Unit Members at the College as defined in Article X of this Agreement (College Service Credit).

(h). The terms “days” or “business days” or “working days” as used in this Agreement shall not include any days on which the administrative offices of the College are officially closed for business. If any date specified in this Agreement shall Fall on a Saturday, Sunday or College holiday, such date shall then be effective on the next date that the College is open for business. Any date in this Agreement that shall refer to a “calendar” day(s) shall be specified as such herein.

(i) The term “Director of Human Resources” as used in this Agreement shall mean the College Administrator who heads the College’s Office of Human Resources. As of the effective date of this Agreement, the title of this College Administrator is “Assistant Vice President for Human Resources and Organizational Development”.

(j). The term “effective date” as used in this Agreement shall mean the date identified as such in Article XXXV of this Agreement (Duration), which shall occur following such time as this Agreement has been ratified by the membership of the Union and has been fully executed by the Parties.

(k). The terms “Faculty Statutes” or “Statutes” as used in this Agreement shall mean the St. Francis College Faculty Statutes.

(l). The term “Fiscal year” as used in this Agreement shall mean the twelve (12) month period constituting the College’s fiscal year, which begins on July 1 and ends on June 30.

(m). The term “Grievance” as used in this Agreement shall mean a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement, except as specifically limited by this Agreement as to matters which are not subject to the grievance or arbitration provisions of this Agreement.

(n). The term “NYSUT” as used in this Agreement shall mean the New York State United Teachers and the authorized representatives thereof.

(o). The term “Party” as used in this Agreement shall mean the College or the Union individually.

(p). The term “Parties” as used in this Agreement shall mean the College and the Union collectively.

(q). The terms “semester” or “semesters” as used in this Agreement shall mean any or all of the seven (7) semesters that encompass the College’s Academic Year, consisting of the following semesters: (i). Fall; (ii). Winter Intersession; (iii). Spring; (iv). May Intersession; (v). Summer I; (vi). Summer II; and, (vii). Summer III.

(r). The term “Union” as used in this Agreement shall mean the St. Francis College Adjunct Faculty Union, Local 7965 and the authorized representatives thereof.

(s). The term “written notice” as used in this Agreement shall mean the following: In addition to other forms of written notification, email sent through the College’s email system shall satisfy the written notice requirement pursuant to this Agreement, except where a different form of written notification is expressly required.

Article XXXII – Life Insurance

Effective July 1, 2013, a post-probationary Bargaining Unit Member teaching in the then current semester shall be offered a group life insurance benefit by the College in the amount of five thousand dollars (\$5,000). In order to receive coverage, the Bargaining Unit Member shall complete an enrollment form and return it to the Office of Human Resources. Eligible Bargaining Unit Members may obtain the form from the Office of Human Resources, or the form may be downloaded from the College’s employee intranet portal.

Article XXXIII – No Strike/No Lockout

Section 1. The Parties agree that it is of primary importance to provide uninterrupted service to the St. Francis College community and all those served by it. In this context, the Union agrees that neither it nor any Bargaining Unit Member, any employee, agent, representative, or Union official shall engage in or encourage any strike, sympathy strike, sit-down, slowdown, cessation or stoppage or interruption of work, boycott, or any other interference with the operations of St. Francis College during the term of this Agreement. For its part, St. Francis College agrees it shall not lock out the employees covered by this Agreement.

Section 2. Any adjunct faculty member or group of adjunct faculty members engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the College’s work in violation of this Agreement, will be subject to disciplinary action, at the discretion of the College, up to and including discharge.

Section 3. Nothing in this Article constitutes a waiver of the College’s right to legal and/or equitable relief in a court of competent jurisdiction, or in any administrative agency having jurisdiction, or through any combination of these remedies, in the event of a violation of any of the provisions of this Article.

Article XXXIV – Save Harmless/Entire Agreement

Section 1: Should any provision of this Agreement, or any application thereof, be found to be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

Section 2: Except as otherwise provided herein, this Agreement constitutes the entire Agreement of and between the Parties governing all mandatory and permissive subjects of collective bargaining. It supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the Parties. The Parties agree that in negotiations leading to this Agreement, each had the full opportunity to present and discuss all subjects which they were obliged to discuss. Consequently, there shall be no reopening of negotiations without the written consent of both Parties.

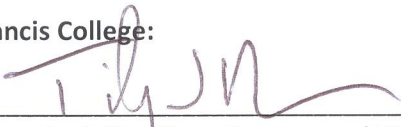
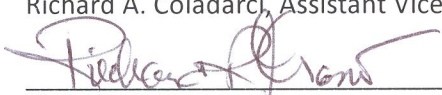
Section 3: Failure of either party to insist upon performance of the terms and conditions of this Agreement by the other in any one or more instances shall not be construed as a waiver or relinquishment of the rights of either party to expect and require future performance of any such terms and conditions by the other. Notwithstanding any such failure, the obligations of the Parties and of the Bargaining Unit Members covered by this Agreement to such future performance of its terms and conditions shall continue in force and effect.

Article XXXV – Duration

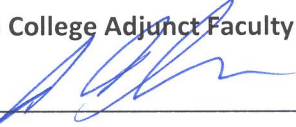
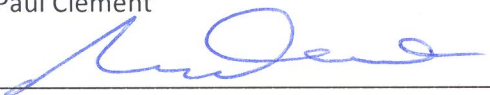
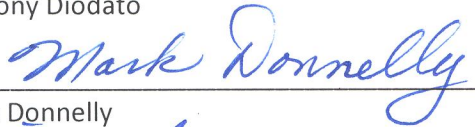
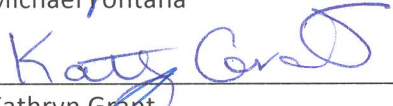
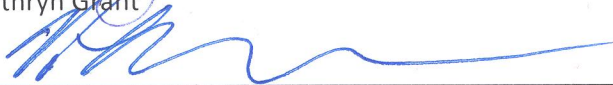
Unless otherwise specifically provided for herein, this Agreement shall be in full force and effect following such time as it has been ratified by the membership of the Union and fully executed by the Parties, which shall occur on June 28, 2013 (also referred to herein as the “effective date”), and shall continue in full force and effect to, and including, June 30, 2016.

The Parties hereby confirm that the undersigned are fully authorized representatives of St. Francis College and the St. Francis College Adjunct Faculty Union, LOCAL 7965, NYSUT, AFT, NEA, AFL-CIO. Accordingly, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

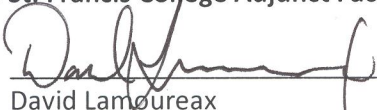
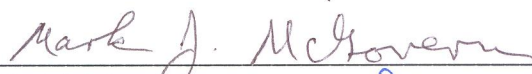
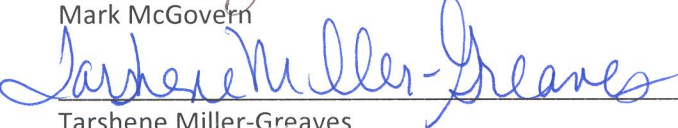
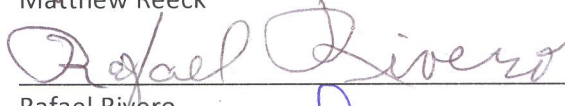
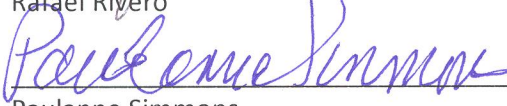
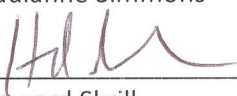
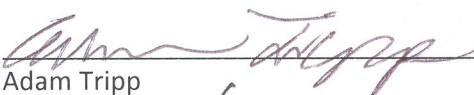
For St. Francis College:

By: <u></u>	<u>5/21/13</u>
Timothy J. Houlihan, Provost and Vice President for Academic Affairs	Date
By: <u></u>	<u>5/20/13</u>
June C. McGrisken, Executive Vice President	Date
By: <u></u>	<u>5/20/13</u>
Richard A. Coladarcj, Assistant Vice President, HR/ Organizational Dev.	Date
By: <u></u>	<u>5/20/13</u>
Richard R. Grasso, Director of Employee and Labor Relations	Date

For the St. Francis College Adjunct Faculty Union, LOCAL 7965, NYSUT, AFT, NEA, AFL-CIO:

By: <u></u>	<u>5/20/13</u>
Jason Alicea	Date
By: <u></u>	<u>6/3/13</u>
Edward Breslin	Date
By: <u></u>	<u>6/4/13</u>
Robert Charles	Date
By: <u></u>	<u>6/5/13</u>
Paul Clement	Date
By: <u></u>	<u>6/3/13</u>
Anthony Diodato	Date
By: <u></u>	<u>May 30 2013</u>
Mark Donnelly	Date
By: <u></u>	<u>6/3/2013</u>
Michael Fontana	Date
By: <u></u>	<u>5/30/13</u>
Kathryn Grant	Date
By: <u></u>	<u>6/3/2013</u>
Van Havercome	Date

For the St. Francis College Adjunct Faculty Union, LOCAL 7965, NYSUT, AFT, NEA, AFL-CIO (continued):

By:	 David Lamoureux	<u>6/6/13</u> Date
By:	 Mark McGovern	<u>5-30-13</u> Date
By:	 Tarshene Miller-Greaves	<u>6-5-13</u> Date
By:	 John Mullin	<u>5/30/2013</u> Date
By:	 Matthew Reeck	<u>5-30-13</u> Date
By:	 Rafael Rivero	<u>6/3/2013</u> Date
By:	 Paulanne Simmons	<u>5/30/13</u> Date
By:	 Howard Skroll	<u>5-30-13</u> Date
By:	 Adam Tripp	<u>5/30/13</u> Date
By:	 James Turner	<u>6/7/13</u> Date
By:	 Antoinette Williams	<u>6/4/2013</u> Date

APPENDIX A

ADJUNCT FACULTY GRIEVANCE FORM

THIS FORM MUST BE USED FOR ALL STEPS OF THE FORMAL GRIEVANCE PROCEDURE, INCLUDING ALL APPEALS, AS DESCRIBED IN ARTICLE XVIII (Grievance Procedure), SECTION 8(g) OF THE COLLECTIVE BARGAINING AGREEMENT

1. Name of Grievant: _____
2. Signature of Grievant: _____
3. Name of Union Representative: _____
4. Signature of Union Representative: _____
5. Grievant's Academic Department: _____
6. Date alleged violation occurred: _____
7. Date Step 1 Grievance Filed: _____
8. Collective Bargaining Agreement article(s) and section(s) allegedly violated (cite the specific article(s) and section(s) of the contract alleged to have been violated, misinterpreted or misapplied):

9. Statement of Grievance (describe the nature of the alleged violation, including dates, names, and details with reasonable particularity. Attach additional pages as necessary)

10. Remedy Requested (state the specific relief, action or remedy you believe is required to resolve this grievance. Attach additional pages as necessary):

11. Date Step 1 Grievance received by the College: _____
(Check one or both) by Mail: _____ and/or Personal Delivery: _____

12. Step 1 Grievance received on behalf of the College by (sign): _____
(Print): _____

<u>APPEALS</u> ATTACH COPIES OF THE STEP 1, STEP 2 AND STEP 3 DECISIONS AS APPLICABLE

13. Date of Step 1 Decision: _____

14. Briefly State the Reason for Appeal to Step 2: _____

15. Date Step 2 Grievance Appeal Filed: _____

16. Signature of Grievant: _____

17. Signature of Union Representative: _____

18. Date Step 2 Grievance appeal received by the College: _____
(Check one or both) by Mail: _____ and/or Personal Delivery: _____

19. Step 2 Grievance received on behalf of the College by (sign): _____
(Print): _____

Step 3

20. Date of Step 2 Decision: _____

21. Briefly State the Reason for Appeal to Step 3: _____

22. Date Step 3 Grievance Appeal Filed: _____

23. Signature of Grievant: _____

24. Signature of Union Representative: _____

25. Date Step 3 Grievance appeal received by the College: _____
(Check one or both) by Mail: _____ and/or Personal Delivery: _____

26. Step 3 Grievance received on behalf of the College by (sign): _____

(Print): _____

Appeal to the President

27. Date of Step 3 Decision: _____

28. Briefly State the Reason for Appeal to the President: _____

29. Date Appealed to the President via Certified Mail, Return Receipt Requested: _____

30. Signature of Grievant: _____

31. Signature of Union Representative: _____