AGREEMENT
BETWEEN
THE LEGISLATURE OF THE
COUNTY OF ORANGE
AND
THE STAFF AND CHAIRMEN'S ASSOCIATION
OF
ORANGE COUNTY COMMUNITY COLLEGE
September 1, 1999 to August 31, 2003
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Article I</td>
<td>-- RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>Article II</td>
<td>-- ASSOCIATION RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>Article III</td>
<td>-- MANAGEMENT RIGHTS</td>
<td>6</td>
</tr>
<tr>
<td>Article IV</td>
<td>-- ADMINISTRATIVE CLASSIFICATIONS</td>
<td>8</td>
</tr>
<tr>
<td>Article V</td>
<td>-- ASSIGNMENTS AND APPOINTMENTS</td>
<td>16</td>
</tr>
<tr>
<td>Article VI</td>
<td>-- WORKING CONDITIONS</td>
<td>24</td>
</tr>
<tr>
<td>Article VII</td>
<td>-- GRIEVANCE PROCEDURE</td>
<td>35</td>
</tr>
<tr>
<td>Article VIII</td>
<td>-- SALARY, FRINGE AND OTHER BENEFITS</td>
<td>44</td>
</tr>
<tr>
<td>Article IX</td>
<td>-- PAST PRACTICES</td>
<td>61</td>
</tr>
<tr>
<td>Article X</td>
<td>-- SCOPE OF THE AGREEMENT</td>
<td>62</td>
</tr>
<tr>
<td>Article XI</td>
<td>-- SAVINGS CLAUSE</td>
<td>64</td>
</tr>
<tr>
<td>Article XII</td>
<td>-- LEGISLATIVE AUTHORITY</td>
<td>65</td>
</tr>
<tr>
<td>Article XIII</td>
<td>-- CONTRACT DISTRIBUTION</td>
<td>65</td>
</tr>
<tr>
<td>Article XIV</td>
<td>-- DURATION OF CONTRACT</td>
<td>66</td>
</tr>
<tr>
<td>Appendix A</td>
<td></td>
<td>67</td>
</tr>
</tbody>
</table>
PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Legislature of the County of Orange (hereinafter referred to as the "County"), and its professional employees represented by the Staff and Chairmen's Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of policies for Orange County Community College (hereinafter referred to as the "College"), so that the cause of public higher education may best be served in the County, the County and the Association enter into this Agreement.

ARTICLE I
RECOGNITION

A. The County recognizes the Staff and Chairmen's Association as the exclusive negotiating agent for the Department Chairmen and other Chair positions as the College may create, and those administrators with administrative rank set forth in Article IV.C.1, or as may be created hereafter. Prior to the creation of new permanent administrative and/or Chair positions, the College will consult with the President of the Association.

Temporary positions created from faculty to address particular tasks within limited time frames, which involve full-time staff or chair duties, will, at the end of one year from creation, be made permanent or be terminated. Notwithstanding the foregoing, internships shall continue for the duration of respective projects.

B. Evidence of membership in the Association may be in the form of a notarized membership list, signed designation cards, or dues deduction authorizations, or notarized statements attesting to membership by the Treasurer of the Association.

C. It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program at Orange County Community College depends upon the utilization of the abilities of administrators who are reasonably well satisfied with the conditions under which their services are rendered.

D. This recognition constitutes an Agreement between the County and the Association to reach mutual understandings regarding matters related to wages, hours, salary, and conditions of employment. The County and the Association recognize that the County is the legally constituted body responsible for the determination of policies covering all aspects of administration of policies covering all aspects of administration of Orange County Community College.
The County recognizes that it must operate in accordance with all statutory provisions of the State University and such other rules and in accordance with such statutes. The County or its successors cannot reduce, negotiate, or delegate its legal responsibilities.

E. This Agreement shall become effective upon its approval by a majority of the Association members, the Board of Trustees of the College, and of the Legislators of the County of Orange. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

F. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE II
ASSOCIATION RIGHTS

A. The County hereby agrees that unit employees have the right to join, or not to join, the Association, and membership shall not be prerequisite for employment or continuation of employment of any employee.

B. There will be no reprisals of any kind taken against any unit employee by reason of his membership in the Association.

C. One afternoon of every month, after the daytime classes, will be reserved for Association meetings. Except in extreme emergency, the Association meetings will take precedence over all other College meetings on this day.

D. The Association will have the right to use College rooms, when such rooms are not otherwise in use, without cost at reasonable times for meetings. The supervisor of the building in question or a designated representative of the College President will be notified in advance of the time and place of all meetings. Approval shall not be unreasonably withheld.

E. The Association shall have the right to post officially signed notices on College bulletin boards used for faculty notices, and to place notices, circulars and other materials in Association members' mailboxes.

F. At the accusatory stage of a College disciplinary action, a unit member shall have the right to be represented by a person of his own choosing provided the employee so requests it and reasonably believes that disciplinary action may follow. In the event the employee requests representation, he/she shall be given a reasonable period from the time the request is made to secure representation. No unit member shall convene an accusatory stage of a disciplinary action vis-a-vis another unit member.

G. The President of the College, upon request, shall provide the Association with public documents within his possession which will assist the Association in
developing intelligent, accurate, informed and constructive programs for recommendations to the President. The President of the College shall also furnish upon request available documents which may be necessary to process grievances under this Agreement. The Secretary of the Association will provide the President's office with a list of persons authorized to obtain this information.

H. The President of the Association will have access to copies of the approved official minutes of Board of Trustees meetings.

I. Dues Deduction

1. Orange County Community College agrees to deduct from the salaries of the members of the Association such dues assessments of said members who individually and voluntarily authorize the College to do so. Members' authorization shall be in writing on the form provided by the Association.

2. The Association shall certify to the College in writing the current rates of membership dues. If the Association shall change the rate of membership dues, the Association shall give the College thirty (30) days' notice prior to the effective date of such change.

3. Deductions referred to in Section I shall be made in the following manner: Dues shall be deducted on a bi-weekly basis from the salary of each member who authorizes such on a form mutually agreed to between the parties. The Association shall provide the College with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the College to deduct for the Association.

4. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay shall be honored and the deductions will be made in the next regular paycheck.

5. The College shall, following each pay period from which a dues deduction is made, transmit within one (1) week the amount so deducted to the Treasurer of the Association. Each payment shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

J. Official communications from the Association addressed to the College may be sent return receipt requested for the purpose of acknowledgement thereto.

K. In the event a Chairman is President of the Association, he/she shall be given a three credit hour load abatement per semester to carry out the responsibilities of the Office of Association President.

In the event a staff member is President of the Association, it is understood that he/she may devote time to carry out the responsibilities of the Office of Association President during his/her regular work week, subject to the reasonable operating needs of the College.
ARTICLE III
MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the County, the Board of Trustees, or the College in any way in the exercise of their regular and customary functions of management, including but not limited to (1) the scheduling of classes and other activities; (2) the right to introduce new or improved methods or facilities; (3) the right to abolish existing jobs, and, upon notice to and discussion with the Association, the right to change existing jobs; (4) the right to formulate any reasonable rules and regulations; (5) the right of employment of all personnel and initial placement in grade or rank and step on the salary schedule; (6) the use and control of College property; and (7) all other rights that have traditionally belonged to the County, the Board of Trustees or the College except as abridged by contract.

All the rights, powers and authority which have not been specifically abridged, terminated or modified by this Agreement, are recognized by the Association as being retained by the County, the Board of Trustees or the College. The management rights reserved by this Article are not subject to grievances and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the County, the Board or Trustees, or the College has violated a specific term or provision of this Agreement.

ARTICLE IV
ADMINISTRATIVE CLASSIFICATION

Grade Levels
**Grade 1**  
**Minimum Requirements:**  
Education: Associate Degree or Equivalent  
Experience: One (1) year with Associate Degree, or equivalent with three (3) years.

**Scope of Duties:** Follows standard practice and procedures, requires some judgment. Concerned primarily with execution.

**Supervision Received:** General supervision, follows standard practices and procedures. Some decision making, but questionable cases are referred to others.

**Consequence of Errors:** most work is verified or checked.

**Contacts with Others:** Contacts are generally straightforward and on non-controversial matters. Information is furnished or obtained where there is little likelihood of creating conflict and ordinary tact is sufficient.

**Confidential Data:** Rarely works with confidential data. The effect of any disclosure would be negligible.

---

**Grade 2**  
**Minimum requirements:**

Education: Bachelors Degree or equivalent.

Experience: One (1) year with Bachelors Degree, or three (3) years with Associate Degree, or five years experience.

**Scope of Duties:** Requires extensive knowledge of a restricted field and a wide range of procedures. Judgment to analyze facts, determine action within limits of standard practice. Responsible for programs of moderate scope, where primary accountability rests with higher level authority.

**Supervision Received:** Works independently under administrative direction, relying extensively on the application of policies to cases not previously covered. Devises new methods to meet new conditions. Problems rarely referred.
**Consequence of Errors:** Most work subject to periodic verification or check. Errors can be detected only after causing loss by waste of resources, delaying projects, damage to equipment, or as the result of faulty guidance becoming obvious.

**Contacts with Others:** Contacts, both inside and outside the College, require tact to motivate, avoid friction and obtain cooperation. Some likelihood of minor conflicts occurring. Consequences of such conflict may be considerable for the individual, but will not in themselves be critical for the College. May supervise others and be responsible for recommending personnel action, subject to approval of supervisor.

**Confidential Data:** Occasionally works with some confidential data. Disclosure would have an adverse internal effect or, to a limited extent, be detrimental to the College's interests.

**Grade 3**

**Minimum requirements:**

- **Education:** Bachelor degree and specialized knowledge (obtained through in depth training.)

- **Experience:** Five (5) years.

**Scope of Duties:** Apply College policy, procedures and precedent to cases not previously covered. Devise new methods to meet unusual needs. Considerable judgment to interpret, responsible for programs with significant impact where primary accountability rests with higher authority. Concerned primarily with recommending action. Highly specialized, involved in dynamic activities requiring a high degree of judgment to deal with complex factors not easily evaluated. Little precedent in decision making. Authority over substantial unit or division of the College.

**Supervision Received:** Employee works independently under Vice President's direction. Receives direction regarding interpretation of and application of policy in new and complex areas.

**Consequence of Errors:** Work subject only to infrequent audit, check or reportings. Errors in judgment may be difficult to detect substantial loss may occur over extended periods. Errors in judgment are difficult to detect. Will involve major losses for the College. Uninformed or poor judgment will have serious impact on the College and will cause severely strained internal or community relations, lost funds or other similar consequences.
Contact with Others: Contacts are directed toward carrying out College policy and influencing others where improper handling will have marked effect on operating results. The consequences of poor judgment may be serious for the people affected and of considerable importance to the College.

Confidential Data: Regularly works with some confidential data of major importance which, if disclosed, would be detrimental to the College.

Grade 4

Minimum Requirements:
- Education: Master's Degree with job related professional specialty (M.B.A. Finance, etc.).
- Experience: Seven (7) years

Scope of Duties: Primary accountability for major College area. Concerned with interpreting policy. Participates in the formulation and carrying out of College policies, objectives and programs for a major function. Outstanding judgment in important decisions. May direct and coordinate work of subordinate department or department heads.

Supervision received: Employee is essentially self-supervising, under Vice President's/President's guidance, requiring the interpretation of policy in new and complex areas where guidance may be largely consultative.

Consequence of Errors: Probable errors will have a continuing, negative and significant influence on the College. President/Vice President will make important decisions based on recommendation and data from incumbent.

Contacts with Others: Contacts require persuasion, influencing, and gaining acceptance to effectively recommend significant change in policy or procedure. Negotiating skills are important and high degree of tact is required. Understanding, selecting, developing, influencing and motivating people are important in the highest degree. Requires a well developed sense of strategy and timing. Responsible for taking personnel actions.

Confidential Data: Complete access to a wide variety of top management reports, records, plans and programs, which if disclosed, would be costly financially or highly detrimental to the College.

A. (1) Grade levels shall include educational and/or job-related requirements.
(2) The process by which a position is classified or re-classified shall be referred to the Labor-Management Committee for its recommendations.

B. As of the expiration of the 1995-99 Agreement, the parties acknowledge that the following titles have been placed in the following grades:

(1) **Grade I**

1. Technical Assistant - IMC
2. Technical Assistant - Financial Aid
3. Technical Assistant - Accounting/CIS
4. Technical Assistant - Athletics
5. Technical Assistant - NEC
6. Technical Assistant - Tech Services
7. Technical Assistant - Academic
8. Technical Assistant - Development
9. Technical Assistant - Institutional Research
10. Technical Assistant - Mathematics / Computer Science
11. Advocate for Services to Students with Disabilities
12. Assistant Coordinator of Career Services
13. Coordinator - Port Jervis Center
14. Developmental Student Advocate

(2) **Grade II**

1. Coordinator Intramural & Recreational Activities
2. Maintenance Manager
3. Coordinator of Tutorial Center
4. Media Production Coordinator
5. Custodial Manager
6. Coordinator - Comm. Services
7. Electronic Repair Specialist
8. Coordinator - DDP Program (Comm. Services)
9. Technical Assistant - Technical Services
10. Director - Security and Safety
11. Coordinator - Health Services
12. Career Program Developer
13. Coordinator - Communications
14. Coordinator - IBIG
15. Assistant Director - Academic Services
16. Assistant Director - Admissions
17. Assistant Human Resource Officer
18. Coordinator - Advertising and Publications
19. Coordinator - Advising and Counseling
20. Coordinator - Career and Transfer Services
21. Coordinator - Financial Aid
22. Coordinator - Student Success and Retention
23. Development Coordinator
24. Grants and Benefits Coordinator
25. Institutional Research Officer
26. Plant Manager

(3) Administrator - Grade III

1. Director - Admissions
2. Director - Technical Services
3. Director - Facilities and Admin. Services
4. Director - Learning Resource Center
5. Assistant Comptroller
6. Director - Academic Services
7. Director - Continuing and Professional Education
8. Director - Newburgh Extension Center
9. Director - Student Life

C. Coordinators and directors whose duties combine both administrative and teaching assignments will continue to have academic ranks and be placed on the chairmen's salary schedule. Their titles and teaching loads will be listed with those of department chairs.

D. The President of the College will examine every administrative position yearly to determine the length of the contract year. All of the above administrators shall be on a twelve (12) month contract except if the College sets a shorter contract period, in which event the salary will be prorated accordingly, and notice given to all individual Association members so affected by February 1st of the year preceding the one in which the shorter contract period is to take effect.

ARTICLE V
ASSIGNMENTS AND APPOINTMENTS
A. The President of the College will appoint the Department Chairmen on a yearly basis after consultation with the appropriate administrators. Appointment of Department Chairmen for the next academic year will be made no later than February 1st of the current academic year. Failure of a Department Chairman to be reappointed shall not be subject to the grievance procedure of Article VII of this Agreement. However, the President of the College will notify in writing any Department Chairman who is not reappointed, giving the reason therefor.

B. Faculty and staff appointments will be made by the President of the College after consultation with the administrators, including Department Chairmen, as appropriate, subject to availability.

C. All recommendations to the President of the College are advisory only; the President shall make the final decision, subject to the approval of the Board of Trustees. If no recommendations concerning appointments are forthcoming, the President shall nevertheless make the appointment, subject to the approval of the Board of Trustees.

D. Staff Promotions and Hiring Preferences
   1. When a vacancy occurs or a new administrative position is created, a notice of the vacancy and a generic job description shall be posted on faculty bulletin boards for a period of not less than twenty (20) calendar days prior to the filling of the vacant position; provided, however, that any vacancy occurring after June 15 and before September 1 may be filled by the College at any time after the notice of vacancy is posted. Notice shall be placed in the College mailboxes of all administrators.

   2. The College and Board of Trustees shall look first to the existing administrators in filling all vacancies, but complete discretion in filling the vacancy remains with the College and the Board of Trustees.

   3. All applicants will be notified when the vacant position has been filled.

E. An administrator will be granted faculty rank without tenure commensurate with his/her educational qualifications, if he/she is asked to teach on a part-time basis. Faculty criteria will determine faculty rank and no interdependence will exist between faculty rank and administrative rank.
F. The President of the College may, in his/her discretion, appoint a consenting administrator to assume the responsibility of a temporarily vacated office. The President, after consultation with the Association, shall provide an increase in salary appropriate for the temporary appointee. The increase shall reflect the grade of the position being filled, and the step appropriate to the appointee's experience and qualifications.

The President of the College may appoint acting department chairmen. The aforesaid individuals shall receive the appropriate stipend and abatement for that office prorated for the period of such service.

G. No member of the unit who is asked to cover additional duties at the same time he/she performs his/her own duties will assume such additional duties unless he/she consents to do so in writing. Whenever additional duties are accepted by a union member, just compensation shall be set by the College in consultation with the union.

H. Every unit member will be given a copy of his/her generic job description at the time of hire, and at the time of any reassignment or reappointment to different duties. In addition, a copy shall simultaneously be provided to the Association.

I. The remedies available as a result of a grievance under Article V shall exclude only those which would result in the invalidation of an appointment, assignment or promotion.

J. With the start of the 1988-89 academic year, Chairmen and Staff members who have earned teaching tenure on this campus will have equal rights with full-time teaching faculty to teach fall and spring evening credit courses and summer courses for additional compensation, provided that such courses as may be taught are available. Such rights shall be granted, however, consistent with the laws of New York State governing collective bargaining.

Until such time as the priority clause is eliminated from the faculty contract, the President of the College shall offer an alternative appropriate assignment in lieu of the course in the fall, spring and summer semesters. The unit member has the option of accepting or rejecting the alternative assignment; rejections shall forfeit the opportunity for additional compensation for the semester.

An amount equal to the impacted chairman's individual annual stipend shall be paid to the chairman over the course of performing the alternative assignment.
In the event the priority clause is eliminated from the faculty contract and replaced by a clause in which the Vice President for Academic Affairs obtains the authority to assign courses between the faculty and chairpersons in an equitable fashion, the aforesaid clause requiring the offering of an alternative assignment and compensation therefor shall become inoperative and ineffective. Upon that occurrence, the Vice President for Academic Affairs shall have the authority to assign courses between the faculty and chairpersons in an equitable fashion.

K. Full-time unit members who retire with academic rank have priority over part-time faculty for adjunct teaching assignments.

The advisory evaluation of staff members of this unit for retention and tenure and chairmen of this unit for promotion, retention, and tenure within the provisions of this contract, will be reviewed by a committee on Promotion, Retention and Tenure. The Committee will be chaired by the President and will provide non-binding recommendations to the President. The Committee shall consist of three (3) administrators chosen by the President to include the Vice President of Academic Affairs and the Vice President of Student Development, along with three (3) members of this unit to include the supervisor of the individual who is being evaluated, one (1) Chairman and one (1) staff member.

The President of this unit will be informed of the names of members to be evaluated and of the date(s) of the meeting(s) at least one (1) month prior to the meeting of the Committee on Retention, Promotion and Tenure.

L. No individual outside the unit shall have superior rights to unit members in the consideration of assignments in co-curricular activities by virtue of any other collective bargaining agreement. Final right of selection shall remain with the administration.

M. In the event of a reduction in administrative staff or the abolition of an administrative position, seniority will determine who has superior employment rights among the full-time individuals holding the same administrative titles. This limitation does not apply between grades, but only within grade. The individuals involved shall be notified by the College by April 1 of the calendar year in which the reduction or abolition will occur.

N. Any necessary retrenchment of professional personnel, including Department Chairmen and Academic Coordinators, shall be governed by the following provisions:
1. For purposes of this paragraph P, the following terms are defined as:
   a. Retrenchment: is the layoff of professional personnel at the College.
   b. Professional Personnel: are individuals holding teaching tenure at the College.
   c. Staff: are those individuals who hold job titles in Grades I-IV of this unit's contract, and administrative personnel whose titles are listed with those of Department Chairmen and Academic Coordinators.
   d. Chairmen: Department Chairmen.
   e. Academic Coordinators: Academic Coordinators
   f. Teaching Disciplines: are listed in Appendix A.
   g. Employee: means an individual in this negotiating unit.
   h. Collegial Seniority: is, for retrenchment purposes, the principle of retrenching professional personnel in accordance with their seniority within a teaching discipline. Seniority shall be determined based upon length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves, beginning with permanent full-time employment. Interruptions in service shall not apply for the purposes of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of original appointment.

2. Prior to a retrenchment, the College shall seek alternatives to retrenchment including normal attrition, seeking voluntary terminations, offering unpaid leaves of absence, seeking voluntary reduction in load for reduced compensation, offering overload and evening division courses normally given to others for extra compensation to professional personnel facing retrenchment and encouraging early retirement as provided elsewhere in this Agreement. Consideration will also be given to requests made for Sabbatical Leaves for the purpose of retraining in accordance with the Sabbatical Leaves provision of this Agreement. Professional personnel who accept unpaid leaves of absence may continue their health insurance coverage under the County's plan by tendering an amount of money equivalent to the employee's "premium" share.
3. a. In the event of a retrenchment in a teaching discipline, all Orange County Community College professional personnel in that discipline holding teaching tenure shall be retrenched in inverse order of seniority.

b. For purposes of application of the retrenchment provisions of this Agreement, teaching tenure shall only be granted to professional personnel holding teaching positions in a certified or recognized bargaining unit at the College.

c. Effective with this Agreement, all professional personnel recognized hereunder shall be placed on a seniority list indicating their discipline and the list shall be provided to all Orange County Community College professional personnel.

d. In developing this seniority list, professional personnel shall, within sixty (60) days of the effective date of this Agreement, provide the Vice President for Academic Affairs with a written statement of a discipline in which they assert secondary competency. No such individual shall assert competency in more than one secondary discipline. If the Vice President of Academic Affairs disapproves the individual’s claimed secondary competency, the Vice President shall so advise such individual within sixty (60) days of receipt of the secondary competency request.

e. Professional personnel who are granted competency in a secondary discipline shall, in the event of a retrenchment, displace less senior professional personnel in that discipline, provided the individual has the competency to teach the available courses. In addition, the College shall give such professional personnel first priority consideration to teach in disciplines outside their area(s) of competence if the individual possesses the requisite background by virtue of undergraduate or graduate education, training, or experience.

4. Part-time faculty shall be retrenched before full-time faculty. Non-tenured faculty shall be retrenched before tenured faculty.

5. The College shall notify professional personnel of retrenchment by December 15 of the calendar year prior to retrenchment.

6. The College shall maintain a recall list of professional personnel retrenched under this Article. Retrenched professional personnel shall remain on that recall list for up to four (4) years and shall be recalled to a vacancy in their primary
discipline in order of seniority and to a vacancy in their secondary discipline in order of seniority, provided they have the competency to teach the available courses. Retrenched professional personnel have the obligation to notify the College of any changes in their addresses. The College will make reasonable efforts to offer retrenched professional personnel part-time teaching opportunities which may become available.

7. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel for a period of three (3) months after the end of the contract year for that employee.

8. Professional personnel, including those not presently teaching in a discipline, have the right to enter or return to a position within the Faculty Association unit and shall then be subject to the Faculty Association contract including all rights and privileges accorded thereunder.

ARTICLE VI
WORKING CONDITIONS

A. Wherever and whenever possible, an attempt will be made to provide adequate equipment and supplies to every administrator.

B. Each Chairman will be provided a private office. Wherever and whenever possible, an attempt will be made to provide all other administrators with a private office.

C. All administrators shall be on a twelve (12) month contract except for teaching staff, subject to Articles IV.C.2 and VI.5.

D. A "performance merit" increase for a unit member is an upward adjustment in a unit member's base salary in recognition of fulfillment of agreed upon performance standards. The amount of the "performance merit" increase is based upon evaluation and is to be determined by the President.

Eligibility:
A full-time unit member becomes eligible after completing three years of employment at the College. A full time unit member receiving a "performance merit" increase may reapply for a "performance merit" increment after three years have elapsed.

Criteria:
The criteria to be used to determine "performance merit" are the following:
Professional contribution to the College. Including but not limited to:

Improvements in the way work is performed, increased productivity of staff, improvement in the delivery of services to students, faculty and staff, implementation of new services, etcetera.

Professional development.

Course work, certifications, conferences, seminars, papers presented, keeping abreast of the literature, memberships related to work.

Job performance.

Accomplishes the objectives of the job; demonstrates knowledge of the job; consistently performs at superior level; motivates staff to do best work; takes an active interest in their staff; encourages thinking and analysis

Procedure:

1. Unit members may initiate through their supervisor a request for merit no later than April 30 of the current fiscal year. Merit recommendations by the supervisor will be submitted to the appropriate Vice President or directly to the President of the College if the supervisor is a Vice President.

2. Unit members will be recommended by the head of the unit, in writing to the Vice President in charge of the area. The Vice President will forward the recommendation with his/her recommendation and comments to the President of the College. Vice Presidents will recommend individuals who report directly to them to the President of the College.

3. A list of all members recommended for advancement will be submitted to the President of the Association.

4. Unit members will be notified, in writing, of the College President’s decision. The President’s decision is not grievable.

5. Unit members awarded a merit increase shall receive same effective with the subsequent academic year.
E. In the event of an upward reallocation of a classification title as a result of a
change in responsibilities, duties, etc., the incumbent will be placed within the
range of the new grade at a base salary which will result in an increase of not
less than $2,700 or 6%, whichever is greater.

F. An employee who has been granted an official leave under Article VIII of this
Agreement by the College of six (6) months or less shall have no interruption in
continuous service to determine placement on salary schedule, service
increments and vacation time. If an official leave of absence, except for
sabbatical leave, is granted for more than six (6) months, the employee will
return to the same step and credited years of service as when beginning the
leave.

G. 1. Clock hours and individual student loads must be considered by the
College in determining individual work loads.

2. Any Chairman who is given class assignments beyond the maximum set
forth in paragraphs 3 and 4 below shall have the right to grieve in
accordance with the provisions of Article VII.

3. a. During the life of this Agreement, the Vice President for Academic
Affairs may assign alternative projects in order to bring any
Department Chairman up to the specified teaching load listed below in
paragraph 4.

   b. Once during the life of this Agreement, the College may increase the
teaching load of any Department Chairman as listed below by a total of
four (4) credit or four (4) contact hours. The Association President
shall be excluded from the operation of this provision.

4. The College agrees that during the life of this contract, September 1, 1999 -
August 31, 2003, the maximum teaching loads agreed to by the College and
the Association, which resulted from the reorganization, will apply except as
modified by Paragraphs G.3 and H of the Contract.

MAXIMUM TEACHING LOADS

<table>
<thead>
<tr>
<th>Teaching Employee</th>
<th>Teaching Hours for Academic Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant to VPAA</td>
<td>18 credits or 20 contact hours</td>
</tr>
<tr>
<td>Position</td>
<td>Credits/Contact Hours</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Department Chair of Biology</td>
<td>15/20</td>
</tr>
<tr>
<td>Department Chair of Business</td>
<td>8/12</td>
</tr>
<tr>
<td>Coordinator of Accounting</td>
<td>21/28</td>
</tr>
<tr>
<td>Coordinator of Business Management</td>
<td>18/24</td>
</tr>
<tr>
<td>Coordinator of Early Childhood</td>
<td>21/28</td>
</tr>
<tr>
<td>Coordinator of English</td>
<td>18/24</td>
</tr>
<tr>
<td>Teaching Employee</td>
<td></td>
</tr>
<tr>
<td>Coordinator of Elementary Education Fieldwork</td>
<td>15/24</td>
</tr>
<tr>
<td>Coordinator of Nursing</td>
<td>12/17</td>
</tr>
<tr>
<td>Coordinator of the Writing Consultancy Project</td>
<td>18/24</td>
</tr>
<tr>
<td>Department Chair of Criminal Justice</td>
<td>15/24</td>
</tr>
<tr>
<td>Social &amp; Behavioral Sciences</td>
<td>12/20</td>
</tr>
<tr>
<td>Department Chair of Dental Hygiene</td>
<td>15/20</td>
</tr>
<tr>
<td>Technical Assistant-Physical Education &amp; Athletics</td>
<td>9/12</td>
</tr>
<tr>
<td>Department Chair of English/Foreign Languages</td>
<td>9/18</td>
</tr>
<tr>
<td>Department Chair of Laboratory Technology</td>
<td>15/20</td>
</tr>
<tr>
<td>Department Chair of Arts &amp; Communication</td>
<td>15/20</td>
</tr>
<tr>
<td>Department Chair of Mathematics</td>
<td>12/20</td>
</tr>
<tr>
<td>Department Chair of Nursing</td>
<td>7/10</td>
</tr>
<tr>
<td>Department Chair of Occupational Therapy</td>
<td>15/24</td>
</tr>
<tr>
<td>Department Chair of Physical Education/Athletic Director</td>
<td>6/8</td>
</tr>
<tr>
<td>Department Chair of Physical Therapy</td>
<td>15/24</td>
</tr>
<tr>
<td>Department Chair of Radiologic Technology</td>
<td>15/24</td>
</tr>
<tr>
<td>Department Chair of Science &amp; Engineering</td>
<td>15/20</td>
</tr>
<tr>
<td>Department Chair of Technologies</td>
<td>15/20</td>
</tr>
<tr>
<td>Coordinator of Arts &amp; Communication</td>
<td>21/28</td>
</tr>
<tr>
<td>Coordinator of Computer</td>
<td></td>
</tr>
</tbody>
</table>
Information Systems 21 credits or 28 contact hours
Coordinator of International Studies 21 credits or 28 contact hours
Coordinator of Office Technologies 21 credits or 28 contact hours
Coordinator of Psychology/Sociology 21 credits or 28 contact hours
Coordinator of Visual Communications 21 credits or 28 contact hours

5. The Vice President of Academic Affairs agrees to continue the above maximums during the term of this contract, unless there is a substantial reduction of non-teaching assignments in any individual case.

H. If a Chairman's day teaching load is less than that specified in paragraphs G.3 and G.4 above, such Chairman may be assigned to Continuing Education credit courses in order to bring his/her teaching assignment up to such provisions.

I. The decision to offer a course in the evening shall be made by the Administration only after consultation with the appropriate Department Chairmen.

J. Department Chairmen will be granted tenure as faculty members upon the completion of four (4) years of satisfactory service at the College.

Every staff member will be renewed, and will not be terminated or otherwise disciplined, except as provided in this section:

1. There shall be an evaluation procedure which shall:

   * be in writing, copy to employee and unit president; and

   * be consistent with current duties and responsibilities reflected in current job description previously provided to employee and union; and

   * contain specific criteria by which the unit member's minimally satisfactory performance is to be evaluated; and

   * evaluate not less often than once every two years (except that the evaluation shall occur not less than
annually during the first three years of the employee’s employment); and

* have as its purpose the establishment of minimum performance standards; and

* provide a reasonable opportunity for employees not meeting same to be advised and to achieve same; and

* provide relevant information to other committees and bodies for use in evaluations for other purposes (at the option the employee).

2. In instances wherein the College believes, as a result of the utilization of the evaluation procedure, that an employee’s performance is not satisfactory, the College will:

   * advise the employee (and unit president) in writing within 20 days of making any evaluations; and

   * provide the employee with the opportunity to correct the situation by advising the specific ways in which the employee’s performance is deficient, the specific steps the employee needs to take to achieve the satisfactory performance, the reasonable time frame within which the employee needs to take corrective action, and the date of the next evaluation; and

   * articulate the specific personnel action (e.g., nonrenewal, termination or other disciplinary action) which the College proposes to take if satisfactory performance is not timely achieved.

3. Any employee who feels he/she has been evaluated inaccurately, or disciplined improperly, may utilize the contract grievance machinery. However, the last step thereof (binding arbitration) shall, with respect to the subjective content of an evaluation and/or the proper penalty in discipline to be imposed, be advisory only (e.g., not binding). In the absence of a grievance, or at the conclusion of a grievance, the College may take such personnel action as it deems necessary to achieve satisfactory delivery of
4. Nothing in the foregoing shall operate to prevent the College from abolishing a position at the end of an academic year (subject to usual retrenchment rules and procedures); nor from taking such personnel action at any time as is necessary (in an emergency, as reasonably determined by the College to exist) to protect the safety and security of the campus.

K. An administrator will be granted faculty rank without tenure, commensurate with the educational qualifications, if he/she is asked to teach on a part-time basis. Faculty criteria will determine faculty rank and no interdependence will exist between faculty rank and administrative rank.

L. An administrator in Grades III and IV, after four (4) years of service at the College (retroactive), whose contract is to be terminated, will be so notified by June 30th of the year preceding such termination.

M. A professional determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. A unit member may pursue any outside activities of his interest so long as they do not interfere with the performance of classroom, administrative and other campus duties. Such unit member who chooses to work outside the College during the unit member’s normal work day and who is not on authorized leave, shall have previously notified the College President or his/her designee of such outside activity and the extent thereof.

N. The academic calendar shall be submitted to the Association for advice and recommendations prior to its adoption and promulgation.

O. Unit members who are employed by the College three quarters (3/4) time or more shall, if eligible, have all rights and privileges of full-time unit members with only salary and leave benefits prorated. Only full-time unit members, however, will be considered for tenure.

P. It is recognized that the normal work week shall consist of thirty-five (35) hours of work for unit members in Grades I and II. In the event such an individual works more than thirty-five (35) hours in a given week, said individual shall be entitled to compensatory time off on an hour-for-hour basis for each hour worked over thirty-five (35) hours. Such compensatory time off entitlement shall not be convertible to a cash entitlement. Any hours worked for which any other form of
compensation is received shall not be counted towards hours worked for the
purpose of this clause. All compensatory time shall be used within the academic
year earned unless permission is otherwise granted by the President.

Q. Chairmen shall be deemed to have administrative responsibility for their
departments during the entire year. However, any scheduling of Chairmen duties
during the summer months shall be at the mutual convenience of the College and
the unit member.

R. Chairmen who return to full-time faculty and have served as Chair for five (5) full
academic years or less will receive the same base salary that they received as a
faculty member just prior to becoming a department chair, adjusted to reflect
all of the base salary increases granted to the Faculty Association membership
(and any promotion increases they received) while serving as department
chairmen.

Chairmen who return to full-time faculty and have served as Chair for greater
than five (5) full academic years, will be placed on the Faculty Association
schedule without loss of base pay received on the Staff and Chairmen schedule.

S. Administrative personnel whose titles are listed with those of department
chairmen, returning to full-time teaching and have served in that title for five (5)
full academic years or less will receive the same base salary they received as a
faculty member just prior to being listed with department chair. In addition,
the base salary at the time will be adjusted to reflect all of the base salary
increases granted to the faculty association membership and any promotion
increases they received while serving in administrative positions.

Administrative personnel whose titles are listed with those of department
chairmen, returning to full-time teaching and have served in that title for greater
than five (5) full academic years, will be placed on the Faculty Association
schedule without loss of base pay received on the Staff and Chairmen schedule.

Labor-Management Committee. A labor-management committee shall be created,
consisting of three (3) representatives of the Staff and Chairmen’s Association
designated from among unit members by the Association President and three (3) non-
unit managerial personnel designated by the College President.

The Committee shall meet at agreed dates and times to address issues of mutual
concern. The Committee shall, as amongst its first issues, examine the current grade
level placement of administrative rank staff and submit its recommendations for
consideration to the President of the College. The recommendations of the Committee on any other matters shall be submitted for the respective approval of the President of the College and the Association President.

The Committee shall address items of mutual concern which shall include but not be limited to:

a. current grade level placement of administrative rank staff;

b. alternative expenditures for monies provided to the Association under Article VIII(B) (para. 5) (Supplemental Insurances); and

c. in the event contributory health insurance premiums become effective, the opportunity to utilize pre-tax salary monies for the payment of same.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Declaration of Purpose
In order to establish a more harmonious and cooperative relationship between the Association, the Board of Trustees and the County, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure the equitable and proper treatment of Chairmen and Administrators pursuant to this Agreement.

B. Basic Principles
1. It is the intent of these procedures to provide for swift and orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is a most desirable goal.

2. Nothing contained herein will be construed as limiting the right of any member of the unit having a grievance under this contract to pursue any other remedies available.

3. A member of the unit shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. A member of the unit shall have the right to be represented at any stage of these procedures by the Association or a person of his own choosing.

5. All hearings shall be and remain confidential unless an open hearing is requested by the aggrieved party.

6. It shall be the responsibility of the respective parties to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. Time limits set forth herein may be extended or diminished by mutual agreement of all parties concerned.

C. **Scope of the Grievance**

1. The scope of any grievance shall be limited to a claim by the Association or any Administrator or a group of unit members, of a violation, misinterpretation, misapplication or inequitable application of the specific terms and conditions of this Agreement. Neither the initial placement of a position in a grade nor the failure or refusal of the College to renew the contract of a nontenured member of the unit shall be a grievance for purposes of these procedures unless said failure or refusal is based on a violation of the provisions of this Agreement.

2. **Supervisor** shall mean the appropriate immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

3. **Association** shall mean Staff and Chairman's Association of Orange County Community College.

4. **Aggrieved party** shall mean any person or group of persons in the negotiating unit filing a grievance.

5. **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

6. **Grievance Committee** is the committee created and constituted by the Staff and Chairmen's Association of the College.
7. **Hearing Officer** shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.

8. **Appeal** shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the aggrieved employee or the Association is not satisfied with the solution offered by the lower stage of consultation.

9. **Representative** shall mean the person designated by the aggrieved person to act or speak on his/her behalf in grievance procedures.

10. **Stage** shall mean successive levels of consultation for the purpose of resolving a grievance.

11. **Hearing** as used in this Article shall mean (refers to steps 2, 3, and 4) the administrative procedure by which the facts constituting a grievance are presented to an officer or agency, in the presence of the aggrieved person and interested parties, for determination by such officer or agency pursuant hereto.

D. **Procedures**
1. All grievances shall include the name and position of the aggrieved party, the identity of provisions of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. If the grievance affects a group of staff or administrators of three (3) or more and appears to be associated with College-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. The Employer and the Association agree to facilitate any investigation which may be required and to make available, upon the request of any aggrieved party, any and all material and relevant documents,
communications and records maintained in the ordinary course of business concerning the alleged grievance. The parties recognize that the Employer has no duty to prepare or assemble any such material, documents, communications or records.

5. Except as otherwise provided in Stage 1.a and 1.b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf and to be furnished with a copy of minutes, if any, of the proceedings made at each and every stage of this grievance procedure.

6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the College and the Association.

7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. If any provision of this grievance procedure or any application thereof to any member of the unit in the bargaining unit shall be finally determined by any court to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

9. The President of the College shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, written arguments and briefs, considered at all levels other than Stage 1.a and all written decisions at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board of Trustees, but shall not be deemed a public record.

10. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless the written grievance is forwarded at the first available stage within thirty (30) calendar days after the Association member knew or should have known of the act or condition on which the grievance is based.
11. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

12. Failure by the Employer to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit at each stage of the grievance procedure shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

13. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata by the President of the College and Grievance Committee so that the grievance procedure may be exhausted prior to the end of the academic term or as soon thereafter as is possible.

14. If, in the judgment of the Hearing Officer, the attendance of a unit member, College representative, member of the Grievance Committee or other representative designated by the Association, is necessary for resolution of a grievance, such person will be released from his duties for that period of time necessary to participate in the proceedings without loss of pay provided notice is timely given to his immediate superior or the College President by the Chairman of the Grievance Committee.

Stage 1: Supervisor - Informal

a. A unit employee having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the unit employee submits the grievance through a representative, the unit employee may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced in writing and presented to the immediate supervisor. Within seven (7) college working days after the written grievance is presented to him, the supervisor shall without any further consultation with the aggrieved party or any party in
interest, render a decision thereon, in writing, and present it to the unit employee, his/her representative and/or the Association.

Stage 2

a. If the unit employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit employee shall within seven (7) college working days, present the grievance to the Association's Grievance Committee for its consideration. A notice of said action shall also be presented to the President of the College within the same time period.

b. If the Grievance Committee determines that the unit employee has a meritorious grievance, then it may file a written appeal of the decision at Stage 1 with the President of the College within fifteen (15) college working days after the unit employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c. The President of the College shall render a decision in writing to the unit employee, the Grievance Committee and its representative within seven (7) college working days after the conclusion of the hearing.

Stage 3

a. If the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) college working days of the decision at Stage 2.

b. Within five (5) college working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association may agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the White Plains, New York office of the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date
the final statement and proofs are submitted to him. The arbitrator's
decision will be in writing and will set forth his findings of fact, reasoning
and conclusions on the issues.

d. The arbitrator shall have no power or authority to make any decision which
requires the commission of an act prohibited by law or which is violative of
the terms of this Agreement. The Arbitrator shall have no authority over
matters involving academic judgment.

e. Notwithstanding any other provision of this contract, the decision of the
arbitrator shall be final and binding upon all parties. The Arbitrator shall
not substitute his/her judgment for the academic judgment of persons
charged with the responsibility for making such judgments.

f. The costs for the services of the arbitrator, including expenses, if any, will
be borne equally by the County and Association.

ARTICLE VIII
SALARY, FRINGE AND OTHER BENEFITS

A. Salary

1. (a) Retroactive to September 1, 1999, all unit members shall receive
an increase of four percent (4%) over their respective 1998-1999
salary schedule rate. For each subsequent academic year of this
Agreement, all unit members shall receive increases of four
percent (4%) over their respective prior year's salary schedule
rates. Salaries shall be paid pursuant to Schedules attached.

(b) In addition to each year's base wage increase, each unit member
shall receive an annual "professional development" stipend (not
includable as base salary) equal to

- September 1, 1999 - 1.55%
- September 1, 2000 - 1.60%
- September 1, 2001 - 1.67%
- September 1, 2002 - 1.75%

of his/her base annual salary.
2. Effective September 1, 1999, and for each subsequent academic year of this Agreement, the stipend for Department Chairmen shall be increased four (4%) percent over the prior year's stipend rate.

3. Effective September 1, 1999, the current College "prevailing" continuing education overload rate for unit members shall be paid.

4. The Doctoral Stipend will be $1,000 per academic year effective September 1, 1999, and for the subsequent life of this Agreement, payable in May of each year to each unit member who holds a doctorate during the academic year.

5. **Longevity for Staff.** Effective September 1, 1999, staff employees shall receive an annual payment (included in base pay) of

   $ 500  after 5 years of service  
   $ 750  after 10 years of service  
   $1,150 after 15 years of service  
   $1,400 after 20 years of service

---

**B. Fringe Benefits**

1. Except as modified herein, all present retirement benefits shall remain in effect with the total cost paid for by the Employer. Employees choosing to be enrolled under New York State Retirement Plans will continue to make such employee contributions as required by the laws governing those plans.

2. **Health Insurance**
   
   a. All employees of the Employer shall be eligible for membership in the New York State Health Insurance Plan; however,

   b. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be substantially the same as the State Plan schedules (which it is recognized may change, either up or down, from time to time);

   c. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Union Insurance Committee who will ascertain whether they think the
obligations under 1(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 1(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration Article of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.

d. The Employer shall contribute 100 percent of the premium or assume 100 percent of the cost (self-insurance) of employees and dependents hired before September 1, 1989. Employees hired on or after September 1, 1989 shall contribute to the premium or cost (self-insurance) for themselves or their dependents as follows:

(i) for individual coverage only, such an employee shall not contribute annually more than two hundred dollars ($200) or one percent (1%) of bi-weekly earnings, whichever is less, via payroll deductions;

(ii) for dependant coverage, such an employee shall not contribute annually more than four hundred dollars ($400) or two percent (2%) of bi-weekly earnings, whichever is less, via payroll deductions.

(iii) Notwithstanding the foregoing, the Employer shall fully pay the premium contributions after ten (10) years of service.

e. The Employer reserves the right, in its sole discretion, to offer and continue to offer employees the opportunity to participate in one or more Health Maintenance Organizations (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in subparagraph “d” hereof. In the event premium costs for participation in any HMO exceeds the premium costs paid pursuant to subparagraph “d”, then any employee desiring participation in such in such HMO must assume such excess
costs, or declining to do so, participate in an Employer plan which requires no excess premium contribution.

f. If any employee on the payroll as of October 20, 1992, ends his employment with the Employer before retirement age, he may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

1. completed ten (10) years of service with the Employer,

2. be enrolled in the Employer's health insurance plan at the time employment is terminated, and

3. be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that retirement plan (e.g. TIAA-CREF), be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System if the employee would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that when the employee commences receiving his retirement benefits from the New York State Teachers Retirement System, or, if he is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of that retirement plan, the Employer will pay 1/20 of the premium for such coverage for each completed year of service by the employee for the Employer.

If any employee first hired in any portion of County employment after October 20, 1992, ends his employment with the Employer before retirement age, he may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the employee must have:

1. completed twenty (20) years of service with the Employer,

2. be enrolled in the employer's health insurance plan at the time employment is terminated, and
(3) be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a participant in that State plan, be within five (5) years of eligibility for retirement benefits from that plan if he/she would otherwise qualify had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee must pay the full cost of coverage except that then the employee commences receiving his retirement benefits from the New York State Teachers Retirement System, or, if the employee is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of the applicable State retirement plan, the Employer will pay 1/30 of the premium for such coverage for each completed year of service by the employee for the Employer.

3. **Dental and Vision Insurance**
   a. Effective January 1, 2001, the Employer shall improve the Association’s members’ insurance by providing to Association-represented employees the “County” plans (i.e., the County Management Plan and as same may be improved from time to time) for dental and vision insurance.
   b. Such “County” plans contemplate that the Employer shall fully pay for individual coverage, with family coverage available at employee cost.

4. **Dependents Coverage in the Event of Death.** If an employee with dependents covered by the health insurance plan dies, coverage for the employee’s dependents will be continued for the three (3) months following the month in which the employee’s death occurs. If the employee had ten (10) years of service with the Employer at the time of the employee’s death, the employee’s dependents may continue coverage at the dependent's expense until, (a) in the case of the employee's spouse, the spouse remarries or (b) in the case of the employee's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

5. **Supplemental Insurances Fund.** The Employer agrees to provide disability insurance (equal to those in effect on August 31, 1999) for each full-time unit member in each year of this Agreement.
6. **Early Retirement Incentive**
   For the life of this contract expiring August 31, 2003, a Staff and Chairmen member with 20 years of service at Orange County Community College, retiring at age 55-62 will receive 42% of his/her final year’s salary. Staff & Chairmen members must indicate an intention to retire by January 15 of the year retirement will occur. In each year under this Agreement, expiring August 31, 2003, this incentive provision shall apply to a maximum of five (5) Staff & Chair members, in order of application, who apply for early retirement. In the event the number of Staff and Chairmen members applying for early retirement exceeds five (5) in any one (1) year period, the College, in its discretion, may grant said individuals participation in this incentive program.

C. **Vacation Periods**
   1. Members of the unit on twelve (12) month contracts shall enjoy the usual academic vacations as described in the College Bulletin at Thanksgiving, Christmas and Spring except that it is agreed that two (2) administrators, one (1) from Grades I-II and one (1) from Grades III-IV, on a rotating basis, may be required to be at the College on one (1) day during those vacation periods. By October 1 of each academic year, a list of assignments shall be posted, sent to the Association and sent to each administrator.

   2. a. Members of the unit on twelve (12) month contracts who are on the Employer's payroll as of April 11, 1986, shall receive twenty-one (21) working days of vacation. A working day is defined as any weekday that the College is open for regular business.

   b. However, commencing with the September 1, 1986 semester, all new employees hired on twelve (12) month contracts shall receive the following vacation entitlement:

      | First Year | Second through Fourth year | Fifth Year forward |
      |------------|--------------------------|-------------------|
      | -ten (10) days | -fifteen (15) days | -twenty-one (21) days |

   3. Members of the unit on ten (10) month contracts shall enjoy the usual academic vacations at Thanksgiving, Christmas and Spring.

   4. Members on the payroll as of April 11, 1986, may carry over a maximum of eleven (11) days vacation from year to year, but never
to a total of more than thirty-two (32) days at any time.
Commencing with the September 1, 1986 semester, all new
employees may carry over a maximum ten (10) vacation days from
year to year but never to total more than thirty-one (31) days at any
time.

5. The Employer shall pay the cash value of accumulated unused
vacation days up to a total of thirty-one (31) days upon the
severance of a unit member from employment from a unit position
provided said employee was on the payroll as of April 11, 1986.
Commencing with the September 1, 1986 semester, all new
employees may accumulate unused vacation days up to a total of
thirty-one (31) days and from that date forward the severance
calculation shall be based on maximum accumulation of thirty-one
(31) days.

D. Sick Leave

1. Ten-month work year unit members shall be granted eleven (11) sick
leave days per academic year, cumulative to a maximum of one hundred
eighty-five (185) days. Twelve-month work year unit members shall be
granted twelve (12) sick leave days per calendar year, cumulative to a
maximum of two hundred (200) days. Sick leave days will be credited to
each unit member on September 1 of each year. A prorated number of
sick leave days will be credited to any member of the unit employed by the
College after September 1st of any year. Unused personal days may be
added to the accumulation calculation.

2. To be eligible for a paid sick day for a day of absence, a unit member shall
give his immediate superior as much prior notice as possible - both of the
absence and of his or her return to duty.

3. A medical doctor's statement may be required for all absences in excess
of three (3) consecutive school days at the discretion of the employee's
immediate superior and/or the President of the College.

4. The President of the College shall maintain an accurate record of each
employee's cumulative sick leave days. An annual accounting shall be
given each employee during the month of September. Such record shall
be current as of June 30 preceding the September reporting.
5. An employee may submit an application to the Board of Trustees for continuation of his/her salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision, which decision shall be final and nongrievable.

E. **Sick Leave Bank**
   
   1. An emergency sick leave bank has been established to provide against the economic effects of a long-term disabling illness. The continued existence of the sick leave bank, during the life of this Agreement, shall be resolved by the Labor/Management Committee by August 31, 1993.

   2. Each full-time bargaining unit member may contribute two (2) days from his/her annual sick leave allotment per year. These days will be placed in a Sick Leave Bank which shall be established to aid full-time bargaining unit members who are suffering from prolonged or disabling illness or mental incapacitation. The Sick Leave Bank shall be available to a full-time bargaining unit member whose sick leave accumulation has been exhausted. A full-time bargaining unit member eligible to receive workers’ compensation benefits is ineligible to draw upon the Sick Leave Bank. The Bank shall accumulate up to a maximum of five hundred (500) days and contributions cannot be withdrawn. In the event the Bank is discontinued, contributions will be refunded to each contributing full-time bargaining unit member up to his/her maximum contractual accumulation.

   3. A full-time bargaining unit member, on written application and adequate justification replete with medical documents attesting to the disability, may apply to draw up to thirty (30) days against the Bank after his/her sick leave accumulation has been exhausted. With medical documentation, a full-time bargaining unit member may apply to the Committee for additional days from the Bank to a maximum of thirty (30) days.

   4. The Employer may, at its option, require a second medical opinion prior to paying or continuing payment of sick leave bank days. An applicant to the Bank will provide any documentation deemed necessary with regard to the nature and duration of the disabling condition.
5. A Committee consisting of five (5) members shall administer the Bank and act on each application submitted to it. The Committee may require periodic medical reports from a recipient. Composition of the Committee shall consist of three (3) bargaining unit representatives and two (2) representatives of the College Administration. As necessary, the Committee may consult with independent medical practitioners. Decisions of the Committee are final.

6. The Committee shall present an annual written report to the Association at its first meeting in September. The report shall show the number of days in the Bank, the contributors, the number of requests made for days, and the number of requests granted. A copy of this report shall be given to the College President.

F. Personal Leave

Four (4) days of personal leave per academic year shall be permitted for members of the unit. Notice of leave days shall be given to the appropriate supervisor as far in advance as possible and the reason therefor shall be given unless confidential. In order to minimize the degree of interference with the education progress of students or other duties of the member of the unit involved, the following procedures shall be employed:

1. Personal leave is designed to enable members of the College Staff to carry out valid personal business which cannot be transacted at times when the unit member has no campus duties. The College assumes that it will be used in such a way as to minimize the disruption of College operations.

2. When a member of the unit plans to take a personal leave day, he shall, except in cases of emergency, notify the appropriate supervisor and tell him the subject of the class involved where applicable. The permission of the President is required in order to take a personal leave day just before or after holiday or recess. Such permission shall not be unreasonably withheld.

3. He shall recommend to the appropriate supervisor the course of action best suited to protect the interests of the students affected or other College operations affected. Wherever possible, a qualified and available colleague should be asked to meet the class, by the Department Chairman. Other members of the department as well
as other members of the unit are asked to accept the professional responsibility so to serve.

4. If the department cannot furnish a temporary substitute, the students should be given a sound alternative educational experience which shall be subject to approval by the Vice President of Academic Affairs or his designee. The Department Chairman on personal leave may be required by the Vice-President to make up a class not covered or for which an approved alternative educational experience has not been scheduled.

The intent of personal leave days is to serve the convenience of the unit member without doing a disservice to the students or disrupt the other operations of the College.

G. Sabbatical Leaves

1. Sabbatical leaves for professional development may be made available to all members of the full-time professional staff who meet the requirements as stated below. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

2. Sabbatical leaves may be granted for:
   a. study and research
   b. creative work in literature and arts
   c. educational travel
   d. retraining as a means of avoiding retrenchment.

3. All unit members who have completed at least six (6) consecutive years of service within the College, or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of full-time service within the College from the date of return from their last sabbatical, shall be eligible for such leave. In computing consecutive years of service, periods of sick leave or other approved leave with pay and exchange professorships shall be included. Periods of approved leaves of absence without pay shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

4. At the convenience of the College, sabbatical leaves will be granted for periods of one (1) year at half pay or for periods of one-half (1/2) year at full pay. In computing the periods stated above, those on ten (10) month
contract shall be given the salary and leave for that period, and those on
twelve (12) month contract shall be given the salary and leave for that
period. If the leave is for one-half (1/2) year, the year as defined above
shall be divided by two.

5. Members of the unit on sabbatical leave may, with prior approval of the
President of the College, accept fellowships, grant-in-aid, or earned
income only if they assist in accomplishing the purpose of their leaves.

6. All benefits such as retirement premiums, group insurance plans, and the
like shall continue in effect during sabbatical leaves at the rate of pay
received during the sabbatical period. A continuing appointment shall
remain in effect and such leave shall be credited for retirement purposes.
Members on sabbatical leave shall continue to receive stipends as part of
the sabbatical pay base.

7. Application for sabbatical leave shall be submitted directly to the
President. The deadline is January 1st of the academic year preceding
the one during which sabbatical leave is requested. A form provided by
the College, obtainable from the Office of the President, stating all
necessary information, must be filed. After such necessary application
has been filed, the President shall submit his recommendation to the
Board of Trustees. The granting of a sabbatical leave shall not in any
sense be automatic, but the Board of Trustees will consider the advantage
to the applicant as a scholar, educator, teacher and administrator to be
expected from the leave and the consequent advantage, through his
service, to the College.

8. A full report of the sabbatical leave must be presented to the President in
writing within three (3) months after such leave is completed.

9. In the event a member of the unit on sabbatical leave should change,
alter, or discontinue his approved sabbatical program before completion
thereof, he must so notify the President promptly. If the termination of his
sabbatical is caused by illness, he shall be entitled to sick leave pay for
the duration of such illness, or to the extent of such benefits he has
accrued; but otherwise he must return to the College for assignment of
duties without delay unless mutually satisfactory written arrangements be
concluded by the parties concerned. If he fails to notify the President
promptly of such termination, he shall be deemed derelict in his duty to the
College, subject to dismissal therefrom, and liable for repayment of all
salary received from the College after the date of said discontinuance of
his planned course of study prior to completion. In the event he is dismissed for cause as stated above, he shall be liable for repayment of the full amount of his salary paid to him by the College while on said leave.

10. If a member of the unit does not return for one (1) full year after the completion of the sabbatical leave, he must within three (3) years repay the College in full for each month he does not serve. If a member of the unit resigns during his sabbatical leave, his salary will be terminated and he must within three (3) years repay the College for each month he was on sabbatical leave.

H. Other Approved Leaves

1. Jury Duty - All members of the unit subpoenaed as witnesses or jurors will notify the President of the College at once. Subpoenaed administrators required to serve as jurors or appear as witnesses during a working day will be paid the difference between the fee received and the salary they would have received during this period. Such time is not to be deducted from accumulated sick leave or from personal leave.

2. Religious Holidays - Leave will be granted to members of the unit whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick leave or personal leave.

3. Unpaid Leaves of Absence - Unit members with three (3) or more years of service at the College may be granted up to two (2) years of unpaid leave for purposes of advanced study, exchanged programs, service in professional organizations, political activities, or work in their professional area of competence. The Board of Trustees may extend such leave beyond the two (2) year period. Total number of such leaves in any one (1) year shall not be such as to jeopardize the normal operations of the College. Any unit member on unpaid leave of absence shall not forfeit any of his accrued benefits because of such leave.

4. Bereavement Days - In the event of the death of any of the relatives of an employee as listed below, said employee shall be granted up to three (3) day per occurrence without charge to any other paid leave accrual. Such three (3) days shall be any three (3) consecutive workdays, one of which is the day of the funeral. For purposes of this provision, relatives shall be
construed as parents, siblings, spouse, legal guardians, children, brother-
or sister-in-law, mother- or father-in-law.

In the event that out of country travel is required, up to two (2) additional
days of leave and may be granted in light of the actual travel time
required.

5. **Retirement Sick Leave Benefit** - Upon retirement, a full-time twelve-month
work year unit member shall receive a cash payment for unused sick days
up to a maximum of two hundred (200) days, as specified in this contract,
equal to nine (9%) percent of his/her average per diem salary for the last
five (5) years (notwithstanding the foregoing, the percentage shall be 15% for
unit members who are members of the NYS Teachers’ Retirement
System - Tier I). Upon retirement, a full-time ten-month work year unit
member shall receive a cash payment for unused sick days up to a
maximum of one hundred eighty-five (185) days, as specified in this
contract, equal to nine (9%) percent of his/her average per diem salary for
the last five (5) years. For purposes of this provision only, the per diem
calculation for Chairpersons shall be based on one hundred eighty (180)
days and for Administrative Staff persons two hundred (200) days.

Full-time unit members who otherwise resign or terminate their
employment with the College are not eligible for this benefit. To be eligible
for this retirement benefit, a full-time unit member must be at least fifty-five
(55) years of age with ten (10) years of County employment.

6. **Mileage Allowance** - An employee shall be reimbursed at the County rate
for approved mileage actually driven only, to perform duties at an off-
campus location assigned to the employee. Accordingly, an employee
shall be reimbursed at the applicable County rate but in no event shall that
be less than $0.22/mile.

I. **Tuition Remission**
The College will waive tuition for credit courses for the spouse and dependent
children of a bargaining unit member in those instances where such spouse or
dependent child is otherwise independently accepted for enrollment in a degree
program. Such tuition-free enrollees, however, shall not be counted toward the
minimum number of students necessary to offer a class, nor shall such students
(when causing class sizes to be exceeded) result in additionalhirings.

**ARTICLE IX**
PAST PRACTICES
The College will continue any practices in effect as of September 1, 1969, including but not limited to those contained in the Faculty Handbook provided, however, that said policies and practices have not been specifically abridged, terminated or modified by provisions of this Agreement. No new policies or customs affecting working conditions will be instituted without notification of an discussion with the Association, and shall be subject to applicable statutes and interpretations by the Public Employment Relations Board and/or the courts of the State of New York or the United States.

ARTICLE X
SCOPE OF THE AGREEMENT

Section I
It is understood by and between the parties to this Agreement that any provisions inconsistent with or contrary to law, or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

Section II
The parties agree that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right an opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the County and the Staff and Chairman's Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section III
Terms and provisions contained herein constitute the entire Agreement between the parties and shall supersede all previous communications, representations and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. It is further expressly understood and agreed by and between the parties hereto that the within Agreement contains all of the
terms and conditions of employment, that all prior past employment practices
governing salary, working conditions and all other terms and conditions of
employment are merged into and are fully set forth in the within Agreement
except as reserved by Article III of this Agreement.

Section IV

It is expressly understood by and between the parties hereto that none of the
terms and conditions of employment as provided for herein, and specifically
salary schedules, increments and all fringe benefits, automatically continues
beyond the expiration of this Agreement. Continuation of such terms and
conditions of employment shall be subject to negotiations at the request of either
party at the expiration of this Agreement or any extension thereof.

Section V

This Agreement shall constitute the full and complete agreement between the
parties hereto and may be altered, changed, added to, deleted from or modified
only through the voluntary, mutual consent of the parties in a written and signed
amendment to this Agreement.

Section VI

No individual arrangement, agreement or contract shall be entered into between
the County and a member of the unit belonging to the Association, which is not
subject to and consistent with the terms and conditions of this Agreement. Any
individual arrangement, agreement or contract hereafter executed with a member
of the unit shall be expressly made subject to and consistent with the terms of
this Agreement.

ARTICLE XI

SAVINGS CLAUSE

The terms of this contract shall not apply where inconsistent with constitutional,
statutory or other legal provisions. If any provision of this Agreement is found to be
contrary to law, such provision shall be modified forthwith by the parties hereto to the
extent necessary to conform thereto. In such case, all other provisions of this contract
shall remain in effect.

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

ARTICLE XIII
CONTRACT DISTRIBUTION
Copies of the Agreement shall be printed at the expense of the Employer and given to all unit members now employed or hereafter employed by the Employer within thirty (30) days after its execution or within thirty (30) days after a member of the unit assumes his position with the Employer if that occurs later.

ARTICLE XIV
DURATION OF CONTRACT
Except as expressly stated in the above provisions of this Agreement, this Agreement shall be effective as of and remain in effect through August 31, 2003. Thereafter, this Agreement shall remain in effect from year to year unless either party gives written notice to the other party within sixty (60) days prior to February 1st of any year that it wishes to terminate or modify the existing contract and enter into collective negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of __________, 2001.

COUNTY OF ORANGE STAFF AND CHAIRMEN'S ASSOCIATION OF ORANGE COUNTY COMMUNITY COLLEGE

___________________________  ___________________
County Executive                  President
BOARD OF TRUSTEES OF
ORANGE COUNTY COMMUNITY COLLEGE

____________________________
Chairman
### APPENDIX A

#### Disciplines

<table>
<thead>
<tr>
<th>Accounting</th>
<th>Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admissions Counselors</td>
<td>Guidance Counselors</td>
</tr>
<tr>
<td>Anthropology</td>
<td>History</td>
</tr>
<tr>
<td>Architecture</td>
<td>Histotechnology</td>
</tr>
<tr>
<td>Art History</td>
<td>Librarians</td>
</tr>
<tr>
<td>Biology</td>
<td>Management</td>
</tr>
<tr>
<td>Business</td>
<td>Math</td>
</tr>
<tr>
<td>Chemistry</td>
<td>Medical Laboratory Technology</td>
</tr>
<tr>
<td>Computer Science</td>
<td>Music/Piano</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td>Nursing</td>
</tr>
<tr>
<td>Dance</td>
<td>Occupational Therapy</td>
</tr>
<tr>
<td>Data Processing</td>
<td>Physical Education</td>
</tr>
<tr>
<td>Dental Hygiene</td>
<td>Physical Therapy</td>
</tr>
<tr>
<td>Economics</td>
<td>Physics</td>
</tr>
<tr>
<td>Electrical Tech</td>
<td>Psychology</td>
</tr>
<tr>
<td>Electron-Microscopy</td>
<td>Radiological Technology</td>
</tr>
<tr>
<td>Engineering</td>
<td>Recreation</td>
</tr>
<tr>
<td>English</td>
<td>Respiratory Therapy</td>
</tr>
<tr>
<td>Fire Science</td>
<td>Secretarial Science</td>
</tr>
<tr>
<td>French</td>
<td>Sociology</td>
</tr>
<tr>
<td>Geography</td>
<td>Spanish</td>
</tr>
<tr>
<td>Geology</td>
<td>Speech and Theatre</td>
</tr>
<tr>
<td>German</td>
<td>Studio Art</td>
</tr>
</tbody>
</table>

A Technical Assistant's discipline shall be the discipline in which he/she is working. However, in the event of retrenchment, a Technical Assistant shall not displace a faculty member, and a faculty member shall not displace a Technical Assistant.