AGREEMENT BETWEEN

Sullivan County Community College

and

The Professional Staff Association

September 1, 2004 – August 31, 2009
AGREEMENT made the day of December 2, 2005 between the SULLIVAN COUNTY COMMUNITY COLLEGE, hereinafter referred to as the College, with its principal office in Loch Sheldrake, New York, 12759, and the PROFESSIONAL STAFF ASSOCIATION OF SULLIVAN COUNTY COMMUNITY COLLEGE, an unincorporated association, with its offices at Loch Sheldrake, New York 12759, hereinafter referred to as the Association.

**ARTICLE 1**

**APPLICABLE LAW**

101 This Agreement shall be interpreted in accordance with the statutes of the United States of America and such other laws and regulations as may be applicable thereto; the Civil Service Law, the Education Law, Rules of the Board of Regents - Regulations of the Commissioner of Education, the County Law and the General Municipal Law of the State of New York, and such other statutes as may be applicable thereto, and shall supersede any regulation or policy of the College or the County.

**ARTICLE 2**

**DEFINITIONS**

Except as otherwise provided in this Agreement or where the context requires a different meaning, the terms used in this Agreement shall have the following meaning:

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<tbody>
<tr>
<td>201</td>
<td>Employer -</td>
</tr>
<tr>
<td>202</td>
<td>Sponsor -</td>
</tr>
<tr>
<td>203</td>
<td>Trustees/Board of Trustees-</td>
</tr>
</tbody>
</table>
College - Sullivan County Community College Acting through its Trustees or Designee

President - President of Sullivan County Community College

Association - Professional Staff Association of Sullivan County Community College

Agreement - This written Agreement between the Employer – College and Association

Professional Staff/Employee - All employees of the bargaining unit

Teaching Faculty Professor, Associate Professor, Assistant Professor, and Instructor, whose primary responsibility is teaching, and appointed Division Chairpersons.

Non-Teaching Professor, Associate Professor, Assistant Professor, Instructor, Faculty whose primary duties are non-teaching including the Director of Library Services, Director of Student Activities, Counselors and Librarians

Academic Support Instructional and Technical Assistants, the Coordinator of Instructional Staff Media, and all other staff who are on term appointment and do not hold rank nor continuing appointment. An individual who currently hold rank and continuing appointment will retain both if he/she assumes another position.

Division Chairpersons The persons holding the title of Chairperson of an Academic Division as defined by the Organizational Structure

Work Day - Any time an employee is required to work.

Class Day - Day when classes are in session or scheduled examinations are given during the Fall and Spring semesters.

Academic Year - The Fall and Spring terms not including the Winter or Summer terms of the school year.

Base Salary - The compensation paid to an employee during an academic year including promotional salary increase and annual salary increase, less overload, adjunct, substitute, overtime, or other special or extra compensation.
233 Overload Compensation

Overload compensation is the additional compensation paid to a teaching employee for each credit or contact hour taught by each employee in excess of the minimum number of credit or contact hours required to be taught by that employee on a term or annual basis.

234 Faculty

Persons employed in the titles of: Full-time Instructional Personnel in the rank of Instructor, Assistant Professor, Associate Professor, Professor, Librarian, Associate Librarian, Assistant Librarian, Counselor, Director of Student Activity together with such other members of the Professional Staff as the Faculty approves because of their educational responsibilities.

ARTICLE 3
RECOGNITION

301 For the purposes of this Agreement, the employer recognizes the Professional Staff Association of Sullivan County Community College which shall include: the Teaching Faculty, Non-Teaching Faculty, and the Academic Support Staff. “The professional service shall include positions requiring the performance of educational functions in agriculture, home economics, liberal and applied arts and sciences, engineering, technical skills, crafts, business education, medicine, dentistry, nursing, academic administration, library service, student activities, student personnel services, and other professions required to carry on the work of the community colleges.” (NYS Education Law Section 6306)

EXCLUDING all employees now represented by the Sullivan County Chapter, Teamsters Local 445 (i.e., the titles of Accounting Clerks, Secretaries and all employees of the buildings and grounds department except the Director and Facilities and Programs Coordinator), and the President, Vice President for Academic and Student Affairs, Vice President of Administrative Services, Dean of Enrollment Management and Student Development Services, Dean of Workforce Development,
Continuing Education and Lifelong Learning, Executive Assistant to the President, Assistant Vice President for Academic and Student Affairs, Assistant to the Vice President for Evening and Weekend College, Controller, Assistant Vice President for Finance/Controller, Executive Director of Institutional Development and Outreach, Director of Public Relations, Director of Grants and Resource Development, Grants Writer, Director of Human Resources, Director of Institutional Research, Director of Resource Development & Community Outreach, Director of Workforce Development, Senior Administrative Associate to the President, Senior Administrative Associate to the Vice President for Academic and Student Affairs, Senior Administrative Associate to the Vice President of Administrative Services, Administrative Associate to the Director of Human Resources, Human Resources Assistant, Administrative Associate to the Dean of Enrollment Management and Student Development Services, and all part-time employees. (This list of exclusions should be updated in the event there are any changes that occurred since negotiations began.)

ARTICLE 4
DUES DEDUCTIONS

401 The Employer shall deduct from the wages and salaries of employees regular membership dues and other authorized deductions of those employees who signed and submitted to the Employer signed authorizations directing such deductions to be made.
In the absence of extenuating circumstances, dues deductions shall be made every regular payday and shall be transmitted to the Treasurer of the Association within 10 working days.

Dues deductions authorized by any employee shall continue until the employee notifies the College in writing, in duplicate, to discontinue or to change such authorization. One copy of such notice shall be forwarded to the Treasurer of the Association by the College and one copy shall be retained by the College.

The Employer shall deduct from the wages of each employee employed on or after August 31, 1980, who is not a member of the Union, an Agency Shop fee in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law, and with respect to each employee employed after the date of this Agreement, such Agency Shop fee shall be deducted from the wages of such employee within forty-five (45) days of the date of employment, provided such employee shall have been employed for not less than thirty (30) days. In absence of extenuating circumstances, Agency Shop fees shall be deducted every regular payday and shall be transmitted to the Treasurer of the Association, consistent with prevailing practice.

The Association hereby agrees to indemnify and hold the County and College harmless from any and all claims and damages it may sustain as a result of making payroll dues deductions and Agency Shop fee deductions. The Association shall be solely responsible for the disposition of such funds after receipt of same by the Association.
ARTICLE 5
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

501 Nothing contained in this Agreement shall be construed as delegating, reducing or abridging in any way the authority conferred by law on the Sullivan County Legislators, the Board of Trustees or any elected or appointed administrative officers of the County of Sullivan and Sullivan County Community College.

ARTICLE 6
MUTUAL PLEDGE

601 The Employer and the Association do hereby affirm that they shall not engage in any activity contrary to the provisions of the Public Employees Fair Employment Act, Civil Service Law.

ARTICLE 7
NON-DISCRIMINATION

701 The parties agree that they will not discriminate against any employee because of race, creed, color, religion, gender, sexual orientation, marital status, national origin, age, or disability.

ARTICLE 8
MANAGEMENT AND ASSOCIATION COMMITTEE

801 During the term of this Agreement, the parties agree to meet to discuss subjects of mutual interest that may arise upon ten (10) calendar days notice given to the other party, in writing, setting forth the subject matter(s) to be discussed. Repeated requests to discuss the same subject or similar subjects at additional meetings other than regular meetings need not be honored.
Each party agrees to designate not more than four representatives to meet and make every reasonable effort to resolve issues.

The representatives designated by the Employer may include three (3) representatives of the Trustees or their designated administrators of the College.

The inclusion or exclusion of new positions within the bargaining unit will be determined by the Committee. The College will notify the Association within seven (7) working days after creation of a new position. The Committee will meet within ten (10) working days after receipt of notice and notify the College of their decision within twenty (20) working days. The President of the Association shall receive a copy of all job announcements and postings. If there is disagreement regarding the inclusion of a position or positions within the bargaining unit, the College’s determination will be implemented, in good faith, until a final determination is issued by PERB. It will be the responsibility of the PSA to file a Unit Clarification Petition with PERB regarding positions that it feels should be in its unit. It will be the responsibility of the College to file a Petition for Designation of Persons as Managerial or Confidential regarding positions it feels should be excluded from union membership.

ARTICLE 9

ACADEMIC FREEDOM

A democratic society is sustained by the wide latitude or freedom consonant with public order and safety. Freedom in the development and dissemination of ideas is the keystone of the democratic heritage. Because of the vital nature of this freedom, educational institutions have a special charge to nurture ideas and respect for ideas
and the right to expound them. At the same time, it is only natural to expect criticism from a wide variety of quarters when free inquiry is pursued.

The Teaching Faculty enjoys the right of freedom of expression. Beyond this, because of their special position as “custodians” of the democratic heritage, faculty are free to express unpopular views without fear of retaliation, views that may clash with colleagues, views that may differ from those of the officers of the College: the President, Vice-Presidents, and Deans; or from those of the Trustees; or from those in the community. This freedom is essential by any yardstick, whether it be pragmatic or philosophical. This special set of guaranteed "rights" is necessary if all parties are to ensure the bold objective, forthright expression of views and criticisms. All parties concur that the public welfare "depends upon the free search for truth and its free exposition", as stated by the AAUP and the Association of American Colleges.

There may be reasonable limitations on academic freedom. In the classroom, the teacher is free to discuss his/her subject area but certainly he/she is outside of his/her rights if he/she introduces controversial materials which are clearly and irrefutably irrelevant. Also, he/she is part of a profession and is a member of an educational institution, which imposes obligations of restraint, since teachers as a group, and colleges, are often judged by the general public on the basis of expressed views. In the expression of an opinion, either verbal or published, he/she should make it clear that he/she does not speak for the College, and he/she should not deliberately cloak his/her views with the prestige of the institution.
The "right to be heard" is paralleled by the students' "rights to hear." Students are entitled to a balanced spectrum of opinion in appropriate areas and should not be restricted to a limited menu, either from "right," "middle" or "left." Both in class and outside of class, students should be free to observe, to comment, and to seek the "truth." With respect to outside guest speakers, faculty and student groups enjoy the right to hear speakers of their own choice, keeping in mind certain broad principles, which include: (1) the broad commitment to the independent search for truth; (2) maintenance of a spirit of freedom of inquiry; (3) the preservation of intellectual integrity; and, (4) the obligation to obey the laws. All parties are confident that the students of this College can be exposed to a wide range of views on controversial issues and, (5) the right of the College to carry out its mission.

**ARTICLE 10**

**FACULTY**

**PURPOSE AND DUTIES OF THE FACULTY**

(A) The Faculty shall have the right to participate in the formation of policy relating to the curriculum, the granting of degrees, student activities, and student discipline, to be submitted and subject to the approval of the President and, where appropriate, the Board of Trustees. The Faculty may also make recommendations to the President and the Board of Trustees on policy with respect to budgetary problems of the College within such procedures as the Trustees may establish.

(B) The Board shall be responsible for and shall establish rules governing the use of the College name by the College organizations and clubs.
(C) No faculty by-laws, dealing with terms and conditions of employment, as defined by the Public Employment Relations Board, shall supercede this Agreement, unless approved by the Trustees.

1002 Nothing herein contained shall limit or restrict the right of the Board of Trustees or the Administration to determine and approve policy of the College independently of the Faculty.

1003 The Trustees shall honor the established Faculty By-Laws, which may be amended according to the procedures provided therein consistent with the purpose and duties of the Faculty as defined in Section 1002, provided that no by-laws which contain terms and conditions of employment shall be changed or added without the approval of the Board of Trustees at a duly convened meeting and the approval of the Association.

1004 The provisions of Section 1001A of this article relating to the approval or disapproval of any policy recommendation of the Faculty by the Board of Trustees shall not be subject to Article 19 of this Agreement relating to disagreements or to review by any court or administrative agency.

**ARTICLE 11**

**WORKLOAD - TEACHING FACULTY**

1101 Teaching faculty are requested to teach the minimum hours set forth below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Fall</th>
<th>Spring</th>
<th>Annual</th>
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<tbody>
<tr>
<td>(i) Chairperson</td>
<td>6</td>
<td>3</td>
<td>9 contact hours</td>
</tr>
<tr>
<td>(ii) Lecture</td>
<td>15</td>
<td>15</td>
<td>30 credit hours</td>
</tr>
<tr>
<td>(iii) Lecture-Laboratory</td>
<td>18</td>
<td>18</td>
<td>36 contact hours</td>
</tr>
<tr>
<td>(iv) Nursing</td>
<td>15</td>
<td>15</td>
<td>30 contact hours</td>
</tr>
</tbody>
</table>
An employee’s workload shall be calculated in accordance with the following rules:

1. If the load of an instructor is equal to or more than the minimum credit hours, and is not more than the minimum contact hours, the instructor is classified as a lecture person and the instructor’s overload is calculated on the basis of contact hours in excess of the required credit hours (e.g., an instructor who teaches 15 credit hours/17 contact hours is classified as a lecture person and paid 2 hours overload).

2. If the load of an instructor is equal to or more than the minimum contact hours, and is not more than the minimum credit hours, the instructor is classified as a lecture-laboratory person and the instructor’s overload is calculated on the basis of contact hours in excess of the required contact hours (e.g., an instructor who teaches 13 credit hours/21 contact hours is classified as a lecture-laboratory person and paid 3 hours overload).

3. An instructor’s classification will normally be determined each semester, and overload will be paid as per Article 1205.1. Final classification of an instructor will be calculated on an annual basis in the following situations:
   (a) If the load of an instructor in the fall semester is less than both the minimum credit and the minimum contact hours (i.e., underloaded); or
   (b) If the load of an instructor in the fall semester is equal to the minimum credit hours and the minimum contact hours (i.e., at load in both categories); or
(c) If the overload in the fall semester is calculated to be equal in both categories; or

(d) If the overload calculation on an annual basis is greater than the combined fall and spring calculations.

4. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, the instructor’s classification is determined by which difference is larger.

If the instructor is classified as a lecture person, the overload is calculated on the basis of contact hours in excess of the required credit hours. If the instructor is classified as a lecture-laboratory person, the overload is calculated on the basis of contact hours in excess of the required contact hours.

5. If the load of an instructor is equal to the minimum credit hours and the minimum contact hours, or is more than both the minimum credit hours and the minimum contact hours, and the difference between actual and minimum credit hours and actual and minimum contact hours is the same, then the instructor will be classified as a lecture person, and overload is calculated on the basis of contact hours in excess of the required credit hours.

6. If an instructor is underloaded in both classifications on an annual basis, such underload will be made up in one of the following ways:

(a) additional teaching in a subsequent semester no later than the end of the next academic year, or

(b) a substitute workload assignment as approved by the President.
7. In the event that splitting a laboratory results in a change of classification from lecture to lecture-laboratory, the instructor will continue to be classified as a lecture person during that semester, and overload will be calculated on the basis of contact hours in excess of the required credit hours.

1102 The hours required to be taught by each teaching employee may be reduced by the President or the President’s designee for appropriate academic or other reasons. Academic administrative responsibilities, extraordinary responsibilities in the area of student activities or College-wide work, etc., are typical areas for discretionary reduction in load.

1103 The normal office hours assignment for consultation with students is one office hour per week for each three credits taught, with a minimum of four. To the extent practicable, such office hours should be distributed throughout the week.

1104 The non-teaching responsibilities of teaching faculty which occur during periods outside the regular terms shall be kept to reasonable limits but it is recognized that certain critical periods and special College needs may require their presence on campus and participation.

1105 The maximum number of additional courses that any full-time employee of the College may teach for extra compensation, whether in the day, or evening, including weekends, shall be one (1) per semester and two (2) for the academic year. Any deviation from this policy shall require the approval of the President.
WORKLOAD FOR NON-TEACHING FACULTY

Non-teaching Faculty shall normally work a thirty-five (35) hour week. But it is recognized that this may be exceeded during certain critical periods because of College needs. There could be times when the work week would be less than thirty-five (35) hours to compensate the employee for hours worked during critical periods. Non-teaching faculty shall not be required to work during the Christmas recess provided, however, that nothing contained in this sentence shall require the College to schedule a Christmas recess and provided further that for the purposes of this sentence, the Christmas recess shall be limited to that period from December 25th through January 1st. Should the College schedule a Christmas recess, the College reserves the right to require non-teaching faculty to work in extraordinary or unexpected circumstances. Non-teaching faculty directed and required to work on days when the College is closed shall receive an hour of compensatory time for each hour (or fraction thereof) worked.

WORKLOAD FOR ACADEMIC SUPPORT STAFF

Academic support staff shall work a 35 hour week, but it is recognized that this may be exceeded during certain critical periods because of College needs. In the event that such employee shall work in excess of thirty-five (35) hours per week, such employee shall receive compensatory pay or time off at straight time rates for each hour worked up to 40 hours per week and time and one-half rates for each hour worked in excess of 40 hours, in accordance with the rules established by the Fair Labor Standards Act. Such time is to be approved by the division chairpersons or department heads, the appropriate VP and submitted to the Office of Human
Resources biweekly. Such time shall be used by an employee as mutually agreed between the employee, and his/her supervisor with the approval of the VP. Such time shall be used within the academic year and shall not be accumulated from year to year. A balance of compensatory time over 3 hours to be carried over to the next year must be approved by the President. If not approved, then must be paid or the time must be taken. Notwithstanding anything contained in this paragraph, employees who are employed as Instructional Assistants shall not be required to report to the College during the Christmas recess, the Spring recess, and any day during which classes are canceled.

Academic support staff shall not be required to work during the Christmas recess provided, however, that nothing contained in this sentence shall require the College to schedule a Christmas recess and provided further that for the purposes of this sentence, the Christmas recess shall be limited to that period December 25th through January 1st. Should the College schedule a Christmas recess, the College reserves the right to require academic support staff to work in extraordinary or unexpected circumstances. Academic support staff directed and required to work on days when the College is closed shall receive an hour of compensatory time for each hour (or fraction thereof) worked.

1120  Web-Based Academic Programs (See Attached Document)

**ADJUNCT TEACHING**

1121  Adjunct teaching will be assigned by the respective Division Chairpersons, subject to approval of the appropriate Vice President or President on a fair and equitable basis. Once classes have begun the College shall not be required to dismiss or lay off the
adjunct faculty member in order to accommodate a full-time faculty member whose course cancellation resulted in an underload. The provisions of Article 1101 Section 6 will apply.

In the absence of a required special competence, no external adjunct shall be hired to teach until all members of the teaching Faculty in the division concerned have been offered the chance to teach courses which they are qualified to teach and until other administrators, non-teaching faculty and academic support staff with required qualifications registered in advance in the division concerned have been offered a chance to teach courses which they are qualified to teach and provided such teaching assignments shall not interfere with their regularly assigned duties and work schedule.

Non Teaching Faculty and academic support staff, excluding such employees whose contract specified Saturday and Sunday in their work week, shall be compensated for each Saturday and Sunday that they work in accordance with Section 1107.

**ARTICLE 12**

**SALARIES AND COMPENSATION/**

**HIRING SALARY RANGE**

All employees who are hired during the term of this Agreement shall receive a starting salary within the ranges set forth opposite the particular job title:

<table>
<thead>
<tr>
<th>Levels</th>
<th>Positions</th>
<th>Salary Range</th>
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<tbody>
<tr>
<td>I</td>
<td>Instructor</td>
<td>$24,000.00</td>
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<tr>
<td></td>
<td>Learning Services Assistant</td>
<td>$24,000.00</td>
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<tr>
<td></td>
<td>Career Center Learning Services Assistant</td>
<td>$24,000.00</td>
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<td></td>
<td></td>
<td>$33,500.00</td>
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</table>
Coordinator of Athletic Operations and Intramural
Coordinator of the Bridge Program
Coordinator of Field House Operations and Equipment
Coordinator of Wellness & Recreation Programs
Coordinator of ESL Program
Instructional Assistant
Information Technology Assistant
Technical Assistant I
  Computer Lab
  Computer Services Assistant
  Hospitality Steward
  IT Specialist
  Purchasing
Technical Assistant II
  College Nurse
  Head Teacher
  Child Development Center Asst.
  Science Labs
Theater Manager

<table>
<thead>
<tr>
<th>Levels</th>
<th>Positions</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>II</td>
<td>Assistant Professor</td>
<td>$25,000.00</td>
<td>$39,500.00</td>
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<td></td>
<td>Hospitality Steward and Facilities Coordinator</td>
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<td></td>
<td>Computer Support Specialist</td>
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<td></td>
<td>Monticello Center Manager</td>
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<td></td>
<td>IT and Media Technician</td>
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<td></td>
<td>Debt Management Specialist</td>
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<td></td>
<td>Student Accounts Officer</td>
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<td></td>
<td>Counselor</td>
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<td></td>
<td>Financial Aid Officer</td>
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<td></td>
<td>Bursar</td>
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<td></td>
<td>Facilities &amp; Program Coordinator</td>
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<td>Golf Club Manager</td>
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<td></td>
<td>Manager/Executive Chef</td>
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<td></td>
<td>Data Development Specialist</td>
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<td></td>
<td>Head Men’s Basketball Coach</td>
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<tr>
<td>Levels</td>
<td>Positions</td>
<td>Minimum</td>
<td>Maximum</td>
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<td>---------------------------------------------------------------------------</td>
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<tr>
<td>III</td>
<td>Associate Professor</td>
<td>$29,500.00</td>
<td>$52,000.00</td>
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<tr>
<td></td>
<td>Assistant Controller</td>
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<td></td>
<td>Admissions Counselor</td>
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<td></td>
<td>Coordinator of Registration Services</td>
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<td></td>
<td>Coordinator of Network Services</td>
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<td></td>
<td>Assistant Director of Athletics</td>
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<td></td>
<td>Librarian</td>
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<td></td>
<td>International Admissions Counselor</td>
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<td></td>
<td>Assistant Director of Financial Aid</td>
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<td>Coordinator of Student Activities</td>
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<td></td>
<td>Coordinator of Student Support Services</td>
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<td></td>
<td>Instructional Technologist/Computer Aided Instructional Specialist</td>
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<td></td>
<td>Instructional Technologist</td>
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<td></td>
<td>Manager of Administrative Computer Services</td>
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<td></td>
<td>Academic &amp; Personal Success Advocate</td>
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<td>Transfer Coordinator</td>
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<td>Coordinator of Retention Services &amp; Academic Advisor</td>
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<td></td>
<td>Coordinator of First Year Experience, Orientation &amp; Academic Advisor</td>
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<tr>
<td>IV</td>
<td>Professor</td>
<td>$38,000.00</td>
<td>$62,500.00</td>
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<td></td>
<td>Director of Athletics</td>
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<td></td>
<td>Director of Admissions and Registration Services</td>
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<td>Director of Buildings and Grounds</td>
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<td></td>
<td>Director of Library Services</td>
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<td></td>
<td>Director of Financial Aid</td>
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<td></td>
<td>Director of Student Activities</td>
<td></td>
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<td></td>
<td>Director of Safety &amp; Security/Peace Officer</td>
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<td></td>
<td>Director of Business and Economic Development</td>
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<td>Director of Campus Events</td>
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<td></td>
<td>Director of the Learning Center &amp; Student Development Services</td>
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<td>Director of the Institute for Lifelong Learning &amp; Elderhostel</td>
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<td></td>
<td>Director of Institutional Computing</td>
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</tbody>
</table>

Effective September 1, 2004 and September 1, 2005, the base salaries of all employees in the bargaining unit shall be increased by 2%. Effective September 1,
2006 the base salaries of all employees in the bargaining unit shall be increased by 3%. Effective September 1, 2007 and September 1, 2008, the base salaries of all employees in the bargaining unit shall be increased by 4%.

(a) All professional staff employees employed by the College on or before the first class day of a spring term shall receive the entire negotiated increase in salary effective the following fall term.

(b) Professional staff employees employed by the College after the first day of a Spring term shall receive a pro rata increase in salary, computed in monthly increments effective the following fall term. However, any person employed on or after August 1, shall not receive an increase in salary effective the following fall term.

1203.1 A faculty member or non-teaching faculty member who is promoted shall receive an increase in base pay as follows:

- Professor $1,575
- Associate Professor $1,475
- Assistant Professor $1,375

1203.2 An academic support staff member who is promoted shall receive an increase in base pay as follows:

- 1st Promotion $1,375
- 2nd Promotion $1,475
- 3rd Promotion $1,575

1203.3 Promotional increases provided in this paragraph shall be paid beginning September 1, following notice of the promotion. Division chairpersons shall have a minimum
teaching workload of 9 contact hours annually (six hours in the fall and 3 hours in the spring) and shall receive overload compensation for each hour in excess of the minimum hours.

1205.1 The rates for overload compensation for professional employees shall be paid as follows:

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<tbody>
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<tr>
<td>Instructor</td>
<td>$520</td>
<td>$531</td>
<td>$547</td>
<td>$569</td>
<td>$592</td>
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</table>

(a) Overload compensation shall be paid in each term on a per hour basis for each hour taught in excess of the term minimum hour workload set forth in Section 1101 at the applicable rate for each academic rank.

(b) Overload compensation shall be paid in two installments at the middle and end of each term for which such compensation is due.

1205.2 Teaching at all correctional facilities and rehabilitation facilities shall be compensated at the rate of an additional $100.00 per contact hour for all employees.

1206.1 Persons who are employed as adjuncts during the academic year shall receive compensation in accordance with the academic rank or comparable grade of such employee, as set forth in Section 1205.

1206.2 Adjunct teaching in the Winter and Summer sessions shall be compensated at the Professor Rank.

(a) Substitutes should be arranged for by the Vice President for Academic and Student Affairs, in consultation with the respective Faculty Chairperson.
(b) The Chairpersons of the absentee faculty member(s) will notify the Vice President for Academic and Student Affairs as to the cause of the absence.

(c) Pay will begin as of the substitutes first contact hour.

1207

**TEACHING FACULTY SUBSTITUTES**

(a) Substitutes should be arranged by the respective Faculty Chairperson in consultation with the Vice President for Academic and Student Affairs.

(b) The Chairpersons of the absentee faculty member(s) will notify the Vice President for Academic and Student Affairs as to the cause of the absence.

(c) Pay will begin as of the substitutes first contact hour.

(d) Substitutes will be paid in accordance with their rank except that anyone teaching during intersession or summer terms shall be paid at the Professor rate.

1220 The compensation of persons employed in temporary instructional positions and assigned a full teaching load and related professional responsibilities shall be at least the minimum entrance salary for Instructor on a pro-rata basis.

1225

**ADVIEMENT**

(a) Advisement will be a voluntary component of teaching faculty workload. No member will be required to advise, nor have a right to be assigned advisement. Assignment of advisement will not be limited to teaching faculty. Faculty and staff who volunteer and are selected to advise students are expected to increase their office hours at appropriate times during the semester to accommodate the needs of their advisees.

Payment for advisement will be as follows and will be paid each semester:
15-30 students per semester = equivalent of .5 contact hours

31-45 students per semester = equivalent of 1.0 contact hour

46-60 students per semester = equivalent of 1.5 contact hours

Effort will be made to match students to advisor expertise.

At the discretion of the President, an additional advisement overload (beyond 60 students) may be assigned as follows:

61-75 students per semester = equivalent of 2.0 contact hours

76-90 students per semester = equivalent of 2.5 contact hours

91-100 students per semester = equivalent of 3.0 contact hours

If advisement is a part of regular workload, then the contact hour(s) will be reduced from the regular teaching assignment in either the fall or spring semester.

(b) The employees of the Admissions Department shall be paid overtime compensation at the rate of $70.00 for each one-half day in excess of two half days worked by such employee in any 24-hour calendar day, provided such work is performed outside the County of Sullivan and written authorization for overtime compensation is obtained from the Dean of Enrollment Management and Student Development Services in advance of the performance of such work. Nothing contained in this section shall be deemed to exclude the accrual of compensatory time for overtime worked except overtime for which payment is received shall not be accrued.
**SALARY PERIOD AND APPOINTMENT YEAR**

All employees subject to this Agreement shall have their regular appointment year commence September 1 and terminate as of August 31 and shall be paid over a period of twelve months unless terms or conditions of their appointment otherwise provide.

A member of the teaching faculty who finds it necessary to resign his/her position at the conclusion of the first semester shall receive one-half of his/her annual salary provided he/she submits his/her resignation by September 1.

**ARTICLE 13**

**APPOINTMENTS TO THE TEACHING FACULTY AND NON-TEACHING FACULTY**

Effective September 1, 1996, appointment to the teaching and non-teaching faculty will no longer include individuals holding titles of Director of Admissions, Admissions Counselor, Admissions Assistant, or any other title given to individuals hired specifically for recruiting purposes. They will be members of the academic support staff.

Employees who are appointed to the teaching faculty and non-teaching faculty shall hold academic rank of instructor, assistant professor, associate professor or professor. All counselors and librarians shall have rank.

Employees shall be appointed to a term appointment of from one to four academic years. They may be reappointed to a term appointment of from one to three years, provided that the original and subsequent appointments shall not exceed a total of four years. If an employee is notified of the intention not to grant continuing
appointment before the conclusion of the third year of service to the College, then the fourth year will be the final year of employment.

1303 An employee may be given temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1304 The appointment of teaching faculty or non-teaching faculty who are granted continuing appointment shall not be affected by any changes in rank and shall continue unless terminated in accordance with the termination procedures under Article 16 or retrenchment under Article 18.

1305 Reorganization shall not change existing continuing appointment, rank and seniority.

ARTICLE 14
REAPPOINTMENT - NON-REAPPOINTMENT OF TEACHING FACULTY AND NON-TEACHING FACULTY

1401 Notice of reappointment or of the intention not to reappoint shall be given in writing to the teaching faculty and non-teaching faculty employees as follows. Not later than March 1st of the first academic year of service if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during an academic year, at least three (3) months in advance of its termination.

(a) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during an academic year, at least six (6) months in advance of its termination.

(b) At least twelve (12) months before the expiration of an appointment after two (2) or more years in the institution.
Notices of reappointment shall be personally delivered to faculty members with a written receipt of acceptance, or shall be delivered to faculty members by certified mail, return receipt requested.

1402 The teaching and non-teaching faculty shall notify the President within ten (10) business days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint. Failure to do so will constitute a resignation by the employee.

1404 Teaching faculty and non-teaching faculty on leave shall receive their reappointment letters six (6) months prior to the termination of their leave. Teaching faculty and non-teaching faculty on leave shall notify the President within ten (10) business days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint. Failure to do so will constitute a resignation by the employee.

1405 When teaching faculty or non-teaching faculty are hired as part of an instructional division, they will be given a list of all administrators, division chairpersons or others who could displace them from their position. A copy of the list will be given to the Association.

1406 The President shall respond orally or in writing at the employee’s request for reasons for non-reappointment and such reasons shall not be subject to the disagreement procedures set forth in Article 19 of this Agreement.

1407 All appointments and reappointments shall be subject to Article 18 - Retrenchment.
ARTICLE 15
APPOINTMENT - NON-REAPPOINTMENT OF ACADEMIC SUPPORT STAFF

1501 The College may appoint academic support staff employees for a period of from one to three years.

1502 An employee may be given a temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1503 Notice of reappointment or of intention not to reappoint shall be given in writing to the academic support staff employees not later than March 1 of the year in which the employee’s appointment terminates. Notices of reappointment or of intention not to reappoint shall be personally delivered to academic support staff employees with a written receipt of acceptance or shall be delivered to academic support staff employees by certified mail, return receipt requested.

1504 If consecutive evaluation reports are satisfactory and the supervisor and the appropriate VP recommended a multi-year appointment, the President may issue multi-year contracts as follows:

(a) After three (3) years, a two (2) year contract.

(b) After five (5) years, a three (3) year contract.

Contract will not exceed three (3) years any time.

If an unsatisfactory evaluation is received during a multi-year contract, the next contract for that individual will be for one (1) year. The individual must serve at least three (3) years before being eligible for a multi-year contract.

Academic support staff shall notify the President within ten (10) business days of receipt of the notice of reappointment with their acceptance or rejection of the notice.
to reappoint. Failure to do so will constitute a resignation or rejection of the notice to reappoint.

1505 The President shall respond orally or in writing at the employee's request for reasons of non-reappointment and such reasons shall not be subject to the disagreement procedures set forth in Article 19 of this Agreement.

**ARTICLE 16**

**EVALUATION AND PROMOTION FOR TEACHING FACULTY NON-TEACHING FACULTY**

1602 **EVALUATION OF FACULTY ON TERM APPOINTMENT**

1602.1 The Chairperson of each instructional division and at least two (but no more than four) members of the instructional division who are on continuing appointment (elected for a one-year term by all members of the instructional division on continuing appointment) shall constitute the Instructional Division Committee on Evaluation of Faculty on Term Appointments.

1602.2 This committee shall recommend to the Vice President for Academic and Student Affairs on the reappointment for the following academic year of each candidate at least two weeks prior to the date of notice of reappointment specified in the PSA contract.

1602.3 The Vice President for Academic and Student Affairs shall forward this recommendation along with her/his own to the President for action at least one week prior to the date of the notice of reappointment specified in the PSA contract.
1602.4 Each person on a term appointment shall receive a written evaluation of his/her work from the instructional division committee each semester. A copy of this evaluation shall be filed with the Vice President for Academic and Student Affairs.

1602.5 Until such time as a sufficient number of faculty on continuing appointment is present within an instructional division, the following interim procedure will be used: The Vice President for Academic and Student Affairs, after appropriate consultation with instructional division chairpersons and other personnel, will recommend reappointment or non-reappointment to the President. Each person on term appointment will receive written evaluation by the Vice President for Academic and Student Affairs each academic year.

1603 **PROMOTION OF FACULTY**

1603.1 Minimum Qualifications for Consideration

For: Promotion from Instructor to Assistant Professor: at least two years at the College when promotion goes into effect.

For: Promotion from Assistant Professor to Associate Professor: at least three years at the College, of which two years must be in rank, when promotion goes into effect.

For: Promotion from Associate Professor to Professor: at least four years at the College, of which two years must be in rank, when promotion goes into effect.

1603.2 The President may waive these requirements if, in the President’s judgment, said waiver will serve the best interest of the College.
1603.3 Promotions will normally be approved by the Board of Trustees at the July meeting, to become effective the following September 1.

1604 **PROCEDURE FOR PROMOTION OF FACULTY**

1604.1 The Human Resources Director will submit to the individual division chairpersons a list of the members of their respective divisions who meet the minimum standards for promotion. Individual faculty members will be notified of their eligibility by the Academic Chairs at the same time.

1604.2 Each eligible faculty member may review the folder of personnel material used by the division chairperson to make a recommendation for promotion. The faculty member may rebut anything contained in the folder in writing, or provide additional information or clarification in writing. All such rebuttals, additions, or clarifications shall be inserted in the folder.

1604.3 Any detrimental material in the folder which predates a faculty member’s last promotion shall be removed from the folder.

1604.4 Each division chairperson will submit, in writing, to the Vice President for Academic and Student Affairs the name(s) of the person(s) on the list he/she is recommending for promotion.

1604.5 Each division chairperson will notify each eligible member of his/her division as to whether he/she has been recommended for promotion so the procedure outlined in Article 1604.7 may be initiated.

1604.6 Each division chairperson will then meet individually and discuss his/her recommendations with the President and the Vice President for Academic and Student Affairs.
1604.7  If someone eligible is not recommended, the procedure is the same except that he/she, or a colleague of her/his, must initiate the procedure. He/she, or her/his colleague, will attend a conference with the division chairperson and Vice president for Academic and Student Affairs. The Vice President for Academic and Student Affairs may recommend the eligible faculty member for promotion, and will include her/his name with the names of those whom the division chairpersons has recommended for promotion.

1604.8  Those on the nomination list who are not promoted even though recommended by the instructional division chairperson, shall be notified as to the reason why they did not receive the promotion.

1605  **CRITERIA FOR PROMOTION OF FACULTY**

1605.1  Each faculty member who has met the minimum eligibility requirements for the next promotional level will be evaluated according to the following criteria:

1. Effectiveness with Students

   a. Teaching ability: Success in securing optimum progress on the part of students; resourcefulness, the ability to vary classroom procedure in order to stimulate the interest and the intellectual curiosity of her/his students; the ability to inspire students to think for themselves; and a genuine and contagious interest in the subject he/she teaches.

   b. Advising Ability: An appreciation and respect for young people; a patient and tactful manner of meeting them on common ground; an appreciation of their viewpoint; and a sympathetic understanding of their problems.
c. Character and Personality: Integrity; conscientiousness; objectivity; cooperativeness; maturity; tact; enthusiasm; sense of humor; a high sense of professional responsibility.

2. Scholarship
   a. Increased command of one’s special field, through graduate study, independent study, creative work, attainment of professional degrees, travel and related experience.

3. General Educational Activity
   a. Willingness to assume responsibility for participating in College activities and to work constructively within them.
   b. Contributions to educational programs and administrative work of the College, other than teaching.
   c. Contributions to the objectives and to the work of the instructional division.
   d. Student counseling and assistance to student organizations.
   e. Quality of relationship to the community and general community participation.
   f. Participation and leadership in professional societies.

Note #1: Section 1 is of major importance. Section 2 and 3 will carry equal weight.

1606  

**LIBRARY AND STUDENT PERSONNEL**

1606.1 All the procedures and criteria (where applicable) contained within this article shall also apply to the professional staff of the Library and to the professional staff of Student Personnel.
1606.2 The Dean of Enrollment Management and Student Development Services and the Director of Library Services will follow the same promotion procedures as the division chairpersons.

1607 At the discretion of the President, staff members may be deemed eligible for consideration for promotion if they will have completed at least two years of service by the end of the academic year in question.

**ARTICLE 17**

**PROCEDURES FOR TERMINATION AND DISCIPLINE**

1701 Employees of the teaching faculty, the non-teaching faculty, and the academic support staff may be terminated or disciplined at any time for just cause which shall consist of inadequate performance or neglect of duties or misconduct after such written notice and opportunity to be heard as herein provided.

**Informal Procedure.** The informal procedure for the discipline of employees is designed to avoid the necessity of instituting a formal procedure of discipline and will be used where appropriate. The College may proceed directly to the formal procedure provided herein, but its failure to provide for appropriate progressive discipline may be deemed by the arbitrator as a factor in the determination of just cause. The following steps apply:

1. If a supervisor believes that an employee is subject to discipline, the supervisor shall convene an informal meeting to discuss the potential discipline with the employee with the aim of assisting the employee to correct the behavior or performance.
2. If the supervisor believes that the employee is subject to discipline, the supervisor shall verbally warn the employee.

3. If the supervisor believes that the employee has failed to improve performance or behavior with respect to the matter discussed with the employee pursuant to this policy or is subject to further discipline, the supervisor shall meet with the employee, and provide in writing, method(s) for correcting said deficiencies with appropriate time lines for compliance.

4. If the supervisor believes that the employee has failed to take corrective action with respect to his/her performance or conduct following the written directive(s) hereinabove provided, the supervisor shall place a written notation in the personnel file of the employee, providing the employee with a copy to which the employee may respond.

5. Copies of such documents shall be provided to the President. If the employee reports directly to the President, copies of such documents shall be provided to the Board of Trustees.

**Formal Procedure**

1. An employee who is the subject of discipline pursuant to this Article shall be provided with a written statement of charges by the President or his/her designee, setting forth the alleged facts with sufficient particularity to identify the action(s), dates and times of the alleged inadequate performance or neglect of duties or misconduct. The charges shall be personally served on the employee, or served by Certified Mail – Return Receipt. The employee shall have fifteen (15) working days from receipt of the charges to answer the
charges in writing. The answer shall be directed to the signatory of the written charges and served in a manner as stated hereinabove. Formal charges may be settled at any time prior to the issuance of an award by the arbitrator.

2. Pending the hearing and determination of charges as provided herein, the employee against whom such charges have been preferred and served may be suspended without pay by the President for a period not exceeding sixty (60) calendar days. If charges are dismissed, the employee shall be reinstated with back pay.

3. If the employee disagrees with the charges, he/she may file a Demand for Arbitration with the Public Employment Relations Board within fifteen (15) working days of receipt of the charges. A copy of the Demand for Arbitration shall be simultaneously mailed to, or served upon, the office of the President.

4. The employee may be represented by Counsel and/or other Association representative(s) at every stage of the proceeding. The employee may subpoena witnesses and documents on his/her behalf. No reprisals shall be taken against any person called by an employee in defense of such employee.

5. The hearing on the charges shall be held before a neutral arbitrator selected by the parties in accordance with the rules of procedure of the Public Employment Relations Board. The decision of the arbitrator shall be final and binding on all parties. The issue to be determined by the arbitrator will
be, “Did the College have just cause for disciplining the employee and if so, what shall the penalty be?”

**ARTICLE 18**

**RETRENCHMENT**

1801 Terminations of employment of any employee for other than disciplinary reasons shall be made in accordance with this Article.

1802 The necessity for layoffs because of the abolition of positions which result in retrenchment shall be determined by the Board of Trustees. The necessity for retrenchment as determined by the Board of Trustees shall not be subject to the disagreement procedure set forth in Article 19.

1803 Definitions: Subject to the provisions of this Article, the following terms shall have the following meaning:

(a) Special Qualification - means any employee who possesses the sole qualifications necessary to perform a particular function or had the education and/or experience necessary to teach a particular course or at least 12 graduate credits in the field.

1804 **LABOR - MANAGEMENT LAYOFF COMMITTEE**

(a) A Labor Management Layoff Committee shall consist of any three members of the Trustees and three members of the Association and shall convene within 5 calendar days, exclusive of Saturdays, Sundays and holidays, after the date upon which the Trustees shall declare that personnel shall be laid off or positions abolished.
(b) The Committee will discuss alternatives to layoff, other adjustments in programs, courses and curricula in order to reduce any proposed layoffs to a minimum. The Trustees shall make every reasonable effort to comply with the recommendations of the Committee.

(c) The Committee shall approve or disapprove exemption from layoff because of special qualification. In the event that the Committee shall disapprove a request for exemption or fail to act for any reason, with respect to a request for an exemption from layoff because of special qualifications, the Trustees may take such action as the Trustees deem appropriate. Such action shall be neither arbitrary nor capricious and shall be subject to review as provided in paragraph (d) of this section.

(d) Decisions of the Board of Trustees with respect to the order of layoff or the granting of an exemption from layoff, may be challenged by the Association or any employee adversely affected, provided that the action of the Trustees does not agree with the recommendation of the Committee, by instituting an arbitration proceeding within 10 days after posting by the Trustees of the names of personnel affected.

(e) All expenses and costs of the arbitrator shall be borne equally by the College and the Association or the employee initiating the arbitration.

1805 Once retrenchment has been decided by the Trustees, the order of layoff within the division or non-academic unit shall be as follows:

(a) Temporary or Part Time Employees

(b) Full Time Term Employees
(c) Full Time Continuing Appointment Employees

1806 Seniority in the College shall be determinative in each division or unit. If seniority is the same, rank is determinative. If seniority and rank are equal, then seniority in rank is determinative.

1807 Any member of the teaching faculty and non-teaching faculty who becomes a member of the academic support staff because of retrenchment, shall receive the salary of the academic support staff member whose job he/she has assumed.

1808 The President will notify the person(s) affected by the layoffs as follows:

(a) For those holding a term appointment, at least four (4) months.

(b) For those holding a continuing appointment, at least one (1) semester.

1809 At the time of retrenchment, the President shall give special consideration for placement within the College to an employee whose services might be terminated as a result of retrenchment, provided that a suitable position is available for which the employee is otherwise qualified.

1810 For a period of three years following layoff, an employee removed as a result of layoff shall be offered re-employment to the same or similar positions at the College should an opportunity for such re-employment arise. Any offer of re-employment pursuant to this section must be made by certified letter, return receipt requested, to the employee at the last known address and the reply of acceptance must be received by the college within fifteen (15) days after the date of receipt of such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event that such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this
section. In the event of such offer of re-employment, shall receive the following
benefits to the extent applicable under paragraphs 1811 through 1814 of this article.
The employee must demonstrate that he/she has the skills and, if not, the College will pay the expenses of updating his/her skills.

1811 Seniority for purposes of retrenchment - The employee shall receive the same seniority for purposes of retrenchment as he/she held on the date of his/her termination by reason of retrenchment.

1812 Appointments - An employee who held a continuing appointment on the date of his/her termination by reason of retrenchment shall resume his/her continuing appointment only in his/her former division upon his/her date of re-employment. An academic teaching employee who is terminated by reason of retrenchment and who is re-employed in the same position shall resume the seniority he/she held at the time of his/her retrenchment.

1813 Prior service credit - An employee who held a term appointment on the date of his/her termination by reason of retrenchment, but is not re-employed in the same division held prior to termination, by reason of retrenchment, shall be granted a term appointment and shall not be credited with any prior service.

1814 Sick Leave - An employee shall be credited with the sick leave accruals which he/she had on the date of his/her termination by reason of retrenchment.

1815 All employees who have been employed by the College for ten (10) consecutive years or more, and who are retrenched, shall be eligible to continue participation in the plan of medical and health insurance for a period not to exceed eighteen (18) months. The cost of such health insurance shall be the premium in effect at that time for individual and family
coverage. This contribution will be increased by the same percentage applied to the total
premium for health insurance, not to exceed 10% per year.

**ARTICLE 19**

**DISAGREEMENTS**

1901 Any disagreement arising as to the manner of interpretation or application of any of
the provisions of this Agreement or rights claimed to exist thereunder, shall
constitute a contract disagreement unless expressly prohibited by other provisions of
this Agreement.

1902 It is the intention of the parties that a time limit set forth in this article be of the
essence, unless otherwise mutually agreed between the parties on a specific case,
E.g., the time limits will not run during vacation periods. Failure of the Association
or employee to proceed within the time limits set forth shall terminate the
disagreement at the step. Failure of the designee to answer within the time limits set
forth will entitle the Association or employee to proceed to the next step of the
disagreement procedures.

1903 Any step of the disagreement procedure may be by-passed by mutual agreement in
writing.

1904 In the case of a group, policy or organization type disagreement:

(a) the disagreement procedure may be by-passed by mutual agreement in
writing, and

(b) the disagreement may then be submitted directly to the President of the
College or his/her designee.
DISAGREEMENT PROCEDURE

Step 1) Within sixty (60) calendar days of the acts or circumstances giving rise to the disagreement, an employee in the unit shall reduce the disagreement to writing, setting forth the facts of the disagreement and the relief sought, and submit the disagreement to the Director of Human Resources. The Director of Human Resources shall investigate the disagreement, hold a meeting with the employee or his/her representative and the Association and render a written decision on the disagreement to the employee, his/her representative, if any, and the Association within thirty (30) calendar days after notification.

Step 2) If the disagreement is not resolved in Step 1, the employee or his/her representative and the Association shall submit the disagreement to the President within fifteen (15) calendar days of the receipt of the decision rendered by the Director of Human Resources, or from the date the decision would have been due. The President or designee shall investigate the disagreement, hold a meeting with the employee, his/her representative, and the Association and render his/her decision in writing to the employee, his/her representative and the Association within fifteen (15) calendar days after completion of his/her investigation but in no event more than thirty (30) calendar days after receipt of the written disagreement.

Step 3) If the disagreement is not settled, the Association may within fifteen (15) calendar days of receipt of the decision rendered by the President, or from
the date that such decision would have been due, refer the matter to arbitration as set forth below.

1907

ARBITRATION PROCEDURE

(A) When a disagreement remains unresolved through the disagreement procedure, it may be referred to arbitration by the Association. The parties shall first attempt mutually to agree upon an arbitrator, and if such cannot be done, either party may request a list of impartial arbitrators from the Director of Conciliation of the New York Public Employment Relations Board. The parties will select an arbitrator in accordance with the rules of the Board. The arbitrator shall make a decision that is final and binding on both parties.

(B) The arbitrator shall be requested to render a decision within twenty (20) days of the close of the hearing.

(C) The arbitrator's expenses and fees shall be borne equally by the College and the Association or the employee initiating the arbitration.

(D) The arbitrator shall not have authority to amend, modify or delete any provisions of the Agreement.

ARTICLE 20

MEMBERSHIP IN RETIREMENT SYSTEMS

2001 All members of the unit represented by the Association shall, if eligible, become members of the New York State Employee's Retirement System, the New York State Teacher's Retirement System, or the Teacher's Insurance and Annuity Association/College Retirement Equities Fund. All will be fully paid for by the College except what is required by State law.
2002

**RETIREMENT**

Employees shall notify the President in writing four (4) months prior to the intended date of their retirement.

2003

**HALF-TIME SCHEDULE PRIOR TO RETIREMENT**

Employees may request to work half-time for up to two years before the Effective date of retirement. Employees must have been employed by the College for ten consecutive years or more before a half-time request can be made and be at least 55 years of age by the effective date of retirement to be eligible for this option.

Employees may request a specific work schedule, which will be presented to the President for approval. If the President grants approval, the employee must make an irrevocable decision to retire within a period not to exceed two years.

Employees who are members of the teaching faculty shall receive a maximum of $19,000 annually, full health insurance and pro-rated fringe benefits. All other employees shall receive 40% of the prior year's annual salary, with a maximum of $19,000, annually, full health insurance and pro-rated fringe benefits.

Eligibility for health insurance benefits shall be in accordance with Section 2022.1 of this Agreement.

2003.1

All employees who have been employed by the College for ten (10) consecutive years or more, and who are at least 55 years of age, and who retire, shall be eligible to continue participation in the plan of medical and health insurance. Further, if New York State institutes an early retirement incentive plan, the State plan will supersede the provisions of this Agreement if the age necessary to retire is less than 55 years of age.
age. The employer reserves the right to determine whether to participate in any retirement incentive program offered by New York State.

2011

**LIFE INSURANCE**

The college shall provide each employee with term life insurance coverage equal to the employee’s annual salary rounded up to the nearest thousand dollars. This term life insurance coverage shall include:

1. Accidental death and dismemberment rider.
2. Accelerated benefits rider.
3. No benefit reductions prior to the employee reaching the age of 70.

2022

**HEALTH INSURANCE**

2022.1 All employees shall be eligible to participate in the College’s medical and health insurance program at a cost of seven hundred and fifty dollars ($750.00) per year, without regard to date of hire. No distinction will be made between individual or family coverage.

The $750 contribution will be for years 1999-2000, and 2000-2001; after August 31, 2001, this contribution will be increased by the same percentage applied to the total premium for health insurance, not to exceed 10% per year, unless otherwise specified in a successor agreement.

Effective June 1, 2000, the New York State Empire Plan (Participating Employer) will replace the existing County-sponsored Platinum Plan.

Employees who are eligible and elect to retire before August 31, 2002, will pay $750.00; after August 31, 2002, those retirees’ contribution will be increased by the same percentage applied to the total premium for health insurance up to a lifetime
annual maximum of $1,000.00. If the number of full-time equivalent students
enrolled at the College equals or exceeds 1,450 before or for the Fall 2002 semester,
then the preceding sentence shall be deemed amended to read as follows:
“Employees who are eligible and elect to retire before August 31, 2004, will pay
$750; after August 31, 2004, those retirees’ contributions will be increased by the
same percentage applied to the total premium for health insurance up to a lifetime
annual maximum of $1,000.” This provision will sunset on September 1, 2002,
unless extended by the terms herein until August 31, 2004, in which case it will
sunset on September 1, 2004. Employees wishing to participate in this must give the
College no less than four months notice of the intention to retire; teaching faculty
may not retire until the end of the semester, if notice was given four months in
advance. If less notice was given, or if a teaching faculty member retires during a
semester, that retiree will pay 50% of the health insurance premium unless the notice
period is waived by the College. Contributions for employees who retired prior to
June 1, 2000, will be governed by the paragraph governing this subject in the
predecessor agreement. Except as noted above, employees who are eligible and elect
to retire after August 31, 2002 will pay the employee contribution for health
insurance, with no distinction made between individual or family coverage. This
contribution will be increased by the same percentage applied to the total premium
for health insurance, not to exceed 10% per year.
Any employee may decline health insurance in any given year upon providing
verifiable evidence of alternative coverage. An employee who is employed for two
semesters or one academic year (salary paid over 12 months) and who declines
health insurance for the entire academic year shall receive a payment of one thousand five hundred dollars, ($1,500.00) and will not be required to pay the annual employee contribution to the plan. An employee who is employed for at least one semester (salary paid over 6 months) but less than one academic year and who declines health insurance shall receive a payment of seven hundred fifty dollars ($750.00) and will not be required to pay the annual employee contribution to the plan. Re-enrollment eligibility will be offered annually or upon the occurrence of an event resulting in the loss of coverage, with a pro-rated payment of the employee contribution.

The College agrees to continue to provide health insurance coverage (if permitted by the Empire Plan) to the spouse of an active employee who is the victim of a sudden death and who is not less than 55 years of age with not less than 25 years of College service. This provision shall be in addition to any other rights that may pertain, including rights under COBRA or other applicable law.

2022.4 All employees who have been employed by the College for ten (10) consecutive years or more, and who are at least 55 years of age, and who retire, shall be eligible to continue participation in the plan of medical and health insurance. The cost of such health insurance shall be $750.00 (or the premium in effect at that time) for individual or family coverage. This contribution will be increased by the same percentage applied to the total premium for health insurance, not to exceed 10% per year. Further, if New York State institutes an early retirement incentive plan, the State plan will supersede the provisions of this Agreement if the age necessary to retire is less than 55 years of age. The employer reserves the right to determine
whether to participate in any retirement incentive program offered by New York State.

2022.5 The employer shall notify employees and the Association of any modification(s) or amendment(s) to any insurance program(s) provided herein, or of any new or additional option(s) provided thereunder no less than thirty (30) days prior to any date by which an employee must give notice pertaining to such modification, amendment or option.

2031 **DISABILITY INSURANCE**

The College shall, at its own cost and expense, continue the disability insurance now in force for all employees.

2041 **LIABILITY INSURANCE**

The employer will provide the Association with written assurance that each professional staff employee is adequately covered by liability insurance.

2051 **S.C.C.C. COURSES**

All employees shall be entitled to free tuition for courses offered by the College internally on a space available basis except that F.S.A. fees, College fees, and any out-of-pocket costs incurred by the College shall not be waived. Spouses and dependent children shall be allowed to take advantage of such courses with free tuition up to nine (9) credit hours per semester, including summer, not to exceed 15 credits per year waived at the prevailing part-time rate, except that F.S.A. and College fees shall not be waived.
2052 Employees taking course work at the College shall not be excused from their work responsibilities, except when requested by their supervisors for professional development purposes.

2061 **MEDICAL ASSISTANCE**

In the event of a medical emergency, an employee shall be given emergency first aid by the College nurse or doctor during the normal working hours of the nurse or doctor, if they are present at the facility of the College.

**ARTICLE 21**

**SABBATICAL LEAVE**

2101.1 Sabbatical leaves of absence may be granted to employees in the unit in accordance with this section.

2101.2 Employees who have completed at least six (6) consecutive years of service at the College or employees who have had a sabbatical leave and have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. Periods of leaves of absence, other than vacation leave and sick leave with salary, and periods of part time service, shall not be included for computation for consecutive years of service for sabbatical, but shall not be deemed an interruption of otherwise consecutive service.

2101.3 Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half base salary or for periods of one-half year at rates not to exceed full base salary.

2101.4 A written application for sabbatical leave shall be submitted to the President as far in advance as possible of the requested date of the leave but in no event later than six (6) months in advance of the beginning of the academic year in which the sabbatical
leave is to take place. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience, limited to one semester, shall state their specific educational objective in direct relation to the applicant's field of endeavor. The applicant will be notified no later than April 15th for the Fall semester or November 15th for the Spring semester.

2101.5 Sabbatical leave recipients shall remain employees of the College and the salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled, or a comparable position, at a salary equal to that the employee would have received had the employee been in regular attendance at the College during the period of sabbatical.

2101.6 Upon return from sabbatical leave, the employee will submit to the President, through the appropriate Vice President, a detailed report inclusive of appropriate records and data relative to such leave and make a presentation to the College community.

2102.1 

**VACATION LEAVE**

Members of the academic teaching faculty shall be granted a break between each semester and at least two calendar months of annual vacation leave during the summer months, with the beginning and ending dates to be determined by the academic calendar.
2102.2 Employees of the non-teaching faculty and the academic support staff shall be granted annual vacation leave as follows with beginning and ending dates to be determined by the supervisor consistent with the needs of the College, (and to the extent practicable, the preferences of the employee concerned):

**25 Days:** Admissions Counselors, Assistant Controller, Assistant Director of Athletics, Computer Support Specialist, Coordinator Athletic Operations and Intramurals, IT and Media Technician, Coordinator of Network Services, Coordinator of Registration Services, Coordinator of First Year Experience, Orientation and Academic Advisor, Coordinator of Retention Services and Academic Advisor, Coordinator of ESL Program, Counselors, Debt Management Specialist, Director of Admissions and Registration Services, Director of The Learning Center & Student Development Services, Director of Athletics, Director of Buildings and Grounds, Director of Financial Aid, Coordinator Student Activities, Director of Student Activities, Learning Services Assistant, Technical Assistants I, Academic and Personal Success Advocate, Coordinator of Field House Operations & Equipment, Data Development Specialist, Assistant Director of Financial Aid, Bursar, Career Center Learning Services Assistant, Manager of Administrative Computer Services, Coordinator of the Bridge Program, Coordinator of Student Support Services, Coordinator of Wellness & Recreation Programs, Director of the Institute for Lifelong Learning & Elderhostel, Director of
Business & Economic Development, Director of Campus Events, Director of Safety & Security/Peace Officer, Facilities and Programs Coordinator, Financial Aid Officer, Golf Club Manager, Hospitality Steward and Facilities Coordinator, Information Technology Assistant, Instructional Technologist/Computer Aided Instructional Specialist, Student Accounts Officer, Manager/Executive Chef, Monticello Center Manager, International Admissions Counselor, Theater Manager, Transfer Coordinator, Financial Aid Officer, Instructional Technologist, Director of Institutional Computing, Head Men’s Basketball Coach.

36 Days: Librarian, Director of Library Services

44 Days: Instructional Assistants (except as here above provided), and Technical Assistants II

**PERSONAL LEAVE**

Each employee of the unit shall receive five (5) days of non-cumulative personal leave each year as long as he/she notifies his/her immediate supervisor in writing for approval, at least two days before each leave, when possible, and his/her work commitments are provided for. If such leave request is disapproved by the immediate supervisor, an appeal may be made to the appropriate Vice President. The approval of such leave shall not be unreasonably denied. All personal leave accruals can only be used by the employee in half-day or full-day units.
**JURY DUTY**

If an employee is required to report for Trial Jury Duty the employee shall be granted, providing the employee serves, a leave for a period not to exceed twenty (20) days per calendar year, and if the employee is required to report for Grand Jury, the employee shall be granted, providing the employee serves, unlimited leave. Such leave shall be allowed and credited only for the day or portion thereof that such service is required. The employee shall assign jury leave pay to the College, and in doing so the College shall provide full payment of the employee's salary or wages for the day.

**SICK LEAVE**

10 (10) month employees shall be granted sick leave as follows: Six (6) sick leave days at the beginning of each semester for a total of twelve (12) sick leave days per year. The maximum accrual shall be 180 sick leave days.

Eleven (11) month employees shall be granted sick leave as follows: Seven (7) days at the beginning of their contract and shall receive an additional seven (7) days six months thereafter, for a total of fourteen (14) sick leave days per year. The maximum accrual shall be 180 sick leave days.

In addition to the sick leave accrual provided in 2105.1 and 2105.2, there shall be added to the accumulated sick leave of each employee, on August 31 of each year during the term of this Agreement, each day or part thereof of unused personal days received by such employee in accordance with Section 2103.

On August 31 of each year during the term of this Agreement, each employee who has accumulated more than the maximum accrual of sick days shall receive payment
on a per diem basis for the accumulated sick days in excess of such maximum accrual allowed during each work year as follows:

50% for entire term of this Agreement.

For the purpose of determining the rate of compensation under this section, a ten (10) month employee shall divide base salary by 200; a Librarian shall divide base salary by 210; an eleven (11) month employee shall divide base salary by 220. Sick days shall include any personal days added pursuant to Section 2105.3. Compensation paid to the employee pursuant to this section shall be deemed the sole and exclusive compensation for all such days accrued.

2105.5 All sick leave accruals can only be used by the Employee in half-day or day units.

2105.6 In special circumstances the President may grant employees of the unit additional sick leave with full salary not to exceed 20 class or working days during each year of service with the College.

2105.7 The Trustees of the College may grant employees of the unit additional sick leave not to exceed two years, comprised of not more than six calendar months with full salary, six calendar months with half salary, and one calendar year without salary.

2105.8 During the absence on sick leave of members of the academic teaching staff of the College, the President shall make appointments for carrying on the activities of the College with due regard to the reasonable workload of other members of the academic teaching staff, and such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitutes during their absence, except that where the absent employee is carrying an overload at the College, he/she will be subject to such requirement when it is necessary to pay a substitute for
overload coverage and such payment shall be deducted from the overload salary of
the employee who was absent.

2105.9 The discretionary power granted to the President and the Trustees as stated above
will be invoked for any insured employee of the unit who is disabled. The criteria
used to determine disability shall be the same as those used by the insurance
company that provides the College long-term disability coverage and in accordance
with the ADA guidelines. This power will be invoked as of the 31st day of disability
and shall expire when the insurance company assumes coverage.

2105.10 In the case of an injury to an employee for which he/she is entitled to Worker's
Compensation benefits or disability benefits such employee may elect whether such
injury shall be charged against his/her sick leave allowance accrual, or whether said
employee shall receive only his/her Worker's Compensation benefits or disability
benefits, and reserve his/her sick leave allowance accrual. Such election shall be
made within seven (7) days of the time of the injury. In the event such employee
elects to have such injury charged against his/her sick leave allowance accrual, and at
the same time accept Worker's Compensation benefits, he/she shall only be entitled
to the difference between the amount of sick leave allowance and the amount of the
Worker's Compensation benefits or disability benefits, provided that he/she shall not
exceed his/her accrued sick leave allowance. The employee's election shall be
reduced to writing and submitted to the College for processing.

2105.11 Professional staff members will be informed by September 30 of each year in writing
as to their accrued sick leave as of August 31.
MATERNITY LEAVE

An employee shall notify the President within a reasonable period of time after becoming aware of the employee's pregnancy.

Disabilities caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. The employee may also request health insurance coverage under COBRA at her expense.

When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence. Such leave shall not be for more than twelve calendar months. Extension of maternity leave shall be permitted upon request, but not to exceed a period of one year from the end of the original year.

The period of unpaid maternity leave shall not be credited toward salary increases, if any, nor for credit toward a continuing appointment.

Employees shall provide to the President statements as appropriate, from their physician confirming the beginning and termination of the temporary disability period.
ASSOCIATION LEAVE

To insure harmonious relations between the parties to this Agreement, the College shall grant two (2) days leave annually with pay, which shall not be charged against any other authorized leave, to the President of the Association, or his/her designee, to participate in activities required by the terms of this Agreement.

MILITARY LEAVE OF ABSENCE

Full-time employees, except those on temporary appointment, who are required to go on active duty with any component of the armed forces shall be granted an indefinite leave of absence without pay. Applications for reinstatement shall be accepted within 90 days after honorable discharge or separation from extended active duty. Notification for reinstatement shall be made at a time to correspond with the beginning of the academic semester, if at all possible. All applications made beyond the 90-day time limit will be forwarded to the President for consideration.

Persons on military leave shall receive all credits permitted by law.

Members of the active reserve corps who must regularly spend some time on active duty each year shall request tours of duty which fall during their vacation periods. If such tour of duty must be scheduled during a period which is normally a working period, then the person will receive full pay and fringe benefits for that period, less pay received for the military tour of duty which necessitates absence from attendance, upon resuming normal College duties.
LONGEVITY COMPENSATION

Any employee who has completed a continuous period of employment set forth in the table below, shall receive the longevity bonus in accordance with the following schedule.

Continuous Period of Employment

<table>
<thead>
<tr>
<th>Completed as of August 31</th>
<th>Longevity Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>$ 500</td>
</tr>
<tr>
<td>10 years</td>
<td>$ 750</td>
</tr>
<tr>
<td>15 years</td>
<td>$1000</td>
</tr>
<tr>
<td>20 years</td>
<td>$1250</td>
</tr>
<tr>
<td>25 years</td>
<td>$1500</td>
</tr>
</tbody>
</table>

The longevity bonus shall be payable in November following completion of the continuous period of employment. Payment is subject to such employee having been employed on August 31 and being still in the employment of the Employer on the pay date.

BEREAVEMENT LEAVE

Each employee of the unit shall receive 4 days bereavement leave. Such leave is to be used in the event of the death of any immediate family member without charge to any other accrued leave. "Immediate family member" shall include spouse, child, parent, parent-in-law, grandparent, sibling or other person(s) with whom the employee may reside and/or have an immediate family-like relationship.

Upon discretion of the President, an employee may be granted up to an additional six (6) days with pay.
**MERIT BONUS**

2111 The supervisor may recommend a merit bonus between $500.00 and $1,500.00 for any employee who receives a performance review of satisfactory or above. Final approval of merit bonus will be granted by the President.

2121.1 **LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay, must be requested in writing to the President by November 1st if the leave is for the Spring semester and by March 1st if the leave is for the Fall semester and, if approved by the President, will be granted to employees of the unit for a period of up to one year. Such leave may be for reasons personal, medical and or family related. The employee may apply for an extension of the period of leave without pay if extenuating circumstances exist. Emergency leave without pay may be requested at any time.

2121.2 During the leave of absence without pay, the employee shall not receive or accumulate credit for any fringe benefits covered under this Agreement and shall not be entitled to salary increases. An employee who is on authorized leave without pay may continue his/her health and life insurance coverage, during the period his/her contribution is not being deducted from his/her pay, by remitting direct payments covering both the employer and the employee's share of the premium to the Office of Finance and Student Billing, at the College.

2121.3 The employee shall not lose his/her seniority if the period for the leave of absence without pay is two years or less but the President may, upon the employee's request and at the President's discretion, extend the period up to a maximum of three years.
An employee on leave of absence without pay shall retain seniority, subject to Section 2121.3 above, but shall not accumulate additional credit toward continuing appointment or sabbatical leave.

**LIMITATION ON ALL LEAVES OF ABSENCE**

Notwithstanding anything contained in this Agreement, no leaves of absence shall be deemed to extend the terms of appointment of employees of the unit having term appointments; all leaves of absence shall, in any event, terminate upon expiration of such terms.

**ARTICLE 22**

**WORK YEAR**

The College work year for teaching faculty shall commence not earlier than August 25th and shall end not later than June 10th or on the date of commencement, whichever is earlier.

Employees shall not be required to work on Sundays nor on more than three (3) Saturdays (unless on a voluntary basis), except employees who are specifically hired to work on Saturdays and Sundays.

Any changes to the academic calendar that may impact mandatory terms and conditions of employment will be negotiated with the Association prior to implementation.

Notwithstanding any other provision of this Agreement, if courses are offered on Saturdays, the employees who are qualified shall have the right to teach such courses on a voluntary basis and if there are no volunteers, the College may hire adjuncts to teach such courses.
**ARTICLE 23**

**CAMPUS MEETING FACILITIES**

2301 Upon reasonable advance notice and according to College procedures, campus meeting facilities, appropriate to the nature and size of the meeting(s), shall be made available to the Association by the College provided no conflict shall exist with prior scheduled uses of such facilities.

2302 The Association shall pay the reasonable additional expense incurred in the furnishing of such meeting facility.

**BULLETIN BOARDS**

A bulletin board will be made available for the exclusive use of the Association. The Association shall have the right to post notices and other written communications with respect to the terms and provisions contained in this Agreement or with respect to any matters involving collective bargaining, provided, however, that such notices or communications shall not contain anything reflecting personally upon the Trustees, Sullivan County Legislature or any of the employees or elected officials.

2311.1 All openings for full-time bargaining unit positions will be posted on the College web page and posted on the bulletin board outside the Human Resources Office. Current employees who apply before the application deadline and who meet the minimum qualifications for the position will be granted an interview.

**PERSONNEL FILES**

The College shall maintain, for College purposes, an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personal transactions, official correspondence with the employee and formal written
evaluations or reports prepared by an immediate supervisor, Division Chairperson, Dean, Vice President, or President as appropriate. All such materials shall be available to the employee for his/her review and response and shall be available to the employee upon request. Employees shall receive copies of all materials placed in his/her personnel file and employees shall have thirty (30) days to respond to such materials.

2322 An employee shall have the right to examine his/her personnel file during the normal business hours of the College. Pre-employment statements solicited in connection with his or her appointment shall not be available to that employee.

2323 A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of the College, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the College.

2324 Copies of materials in an employee's official personnel file to which he/she is permitted access pursuant to provisions of this article shall be made available to the employee upon his/her written request and at his/her expense, and he/she may file a statement in response to any such item.

2325 Unless prohibited by law, an employee shall be notified of any request for access to his/her official file other than related to official College purposes.

2341 The College and the Association shall share the expense of printing 300 copies of this contract.
The responsibility for distribution to all employees now and hereafter employed shall be that of the Association.

**ARTICLE 24**

**NOTICES**

2401 Notices required to be sent by the College to any employee shall be made by first class mail to the address of the employee in the official records of the College. The employee shall notify the College in writing of any change in his/her address. The College shall make a good faith effort to contact employees, if necessary. Similar, notices which are required to be sent to the College from any employee shall be made by first class mail.

**ARTICLE 25**

**CHANGES IN AGREEMENT**

2501 This Agreement constitutes the entire agreement between the parties.

2502 Nothing contained in this Agreement shall preclude representatives of the Trustees or their designee from meeting with representatives of the Association to discuss this Agreement. This Agreement may be modified only in writing, signed by all the parties.

2503 The waiver by any party of any term or condition of this Agreement or the failure of any party to insist on strict performance of the terms and conditions herein contained, shall not constitute a waiver of failure in any subsequent case.

**ARTICLE 26**

**SEVERABILITY CAUSE**

2601 If any provision of this Agreement shall be contrary to law or shall be held invalid by any Court or agency, the invalidity of such section shall not affect any other
provision of the Agreement and the parties shall enter into immediate negotiation to replace such invalid provision.

ARTICLE 27

SUB-TITLES

2701 The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any of the provisions and terms set forth herein.

ARTICLE 28

MANDATED PROVISIONS OF THE LAW

2801 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 29

TERMS OF AGREEMENT

2901 This Agreement shall be effective from September 1, 2004 and shall terminate on August 31, 2009.

2902 No term or provision of this Agreement shall survive the termination of this Agreement. Notwithstanding anything to the contrary herein contained, in the absence of an Agreement effective on and after September 1, 2009, each employee covered by this Agreement will continue to receive the same base salary and be subject to all the other terms and conditions of employment herein set forth until the implementation of a successor Agreement. In absence of an Agreement effective on
and after September 1, 2009, and subject to the provisions of Section 2903, no employee shall receive an automatic, non-negotiated increase in base salary, overload compensation or other benefits. Negotiations for a successor Agreement to this Agreement shall begin not later than January 2, 2009.

In the event that the parties have reached this Agreement after September 1, 2004, on the terms and conditions of employment for a period beginning on September 1, 2004, and unless otherwise agreed and in accordance with such provisions of law as may be applicable and subject to the approval of such legislative bodies as shall be necessary for ratification of such Agreement, the terms and provisions of said Agreement will apply as if said Agreement was implemented on September 1, 2004 for all terms and conditions of employment herein set forth by this Agreement.
SULLIVAN COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES:

BY: ______________________________________  _______________
    Kenneth Klein, Chairman Board of Trustees                Date
    Sullivan County Community College

PROFESSIONAL STAFF ASSOCIATION SULLIVAN COUNTY COMMUNITY COLLEGE:

BY: ______________________________________  _______________
    Ronald Bernthal, President                        Date
    Professional Staff Association
    Sullivan County Community College
1120 - Web-Based Academics and Programs

Procedures for the Assignment of Web-Based Instructors

Existing SCCC faculty or adjuncts must obtain permission of the appropriate Division Chair to: a) develop and teach each new web-based course, or b) update and teach a previously developed course. Once the Chair has obtained the permission of the Vice President for Academic and Student Affairs to proceed with these plans, a web-based workload assignment may be made.

Some courses may not be appropriate for web-based delivery. Appropriateness of a course for web-based delivery will be left to the discretion of the Division Chair. If an Instructor and Chair cannot resolve a disagreement about the suitability of a course for web-based delivery, the matter should be taken to the Vice President for Academic and Student Affairs. After appropriate consultation, the decision rests with the Chair and the Vice President for Academic and Student Affairs.

Faculty members who develop and teach new web-based courses, or who update and teach a previously developed course, shall be assigned to teach such course a minimum of three times. Faculty members may not be involuntarily assigned to develop or to teach web-based courses.

Office Hours for Web-Based Instructors

Instructors of on-line courses shall maintain office hours for on-line students with the same frequency and duration as maintained by instructors of on-campus classroom coursework. During the Fall and Spring semesters, instructors shall be present in their offices on campus and shall make themselves available to students during designated office hours. Section 1103 shall apply to both on-line and on-seat courses. The office hours will be disseminated to the Chair and to the Division’s support staff and they will be posted online.

Web-Based Course Evaluations

SLN/Online courses shall be observed and/or evaluated using the same procedures and assessment standards that are currently in effect for the observation and/or evaluation of on-campus classroom coursework. With appropriate advance notice to the instructor, SLN/on-line course instructors will be required to provide the evaluator with access to a sampling of on-line instruction and discussion with participants as part of the observation/evaluation process.

Web-Based Instructor Compensation

Instructors will be paid:

♦ $500 for developing his/her first online course.
◆ $2,000 for development of an online course provided this request is made by the College and the course becomes the property of the College. A request of this nature will come from the Division Chairperson with approval of the Vice President for Academic & Student Affairs and does not apply to courses readily available in the catalog.

◆ Compensation for teaching all SLN courses is the same as for on-seat courses.

◆ Retroactive compensation shall be paid for the development of all online courses that have been made part of the curriculum and taught at the College since Fall 2002.