

***THE AGREEMENT BETWEEN THE  
COUNTY OF SCHENECTADY***

***and the***

***SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE  
CHAIRPERSONS, ADMINISTRATORS & DIRECTORS  
ASSOCIATION***

**SUNY  
SCHENECTADY  
COUNTY COMMUNITY COLLEGE**

***SEPTEMBER 1, 2022 to AUGUST 31, 2028***

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## **DEFINITIONS**

1. "Legislature" for the purposes of this Agreement shall mean the Schenectady County Legislature.
2. "Association" shall mean the Administrators, and Directors Association of Schenectady County Community College.
3. "Unit Member" shall mean an employee in the bargaining unit represented by the Association.
4. "College" shall mean SUNY Schenectady County Community College.
5. "Employer" shall mean the Board of Trustees of SUNY Schenectady County Community College.
6. "President" shall mean the President of SUNY Schenectady County Community College.
7. "Calendar Year" employees shall mean any unit member having a twelve (12) month professional obligation.

**ARTICLE 1: RECOGNITION**

- 1.1. The Legislature pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising there under on behalf of a unit consisting of unit members holding the titles set forth in Schedule "A" appended hereto.
- 1.2. Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.
- 1.3. The Association agrees that it will not engage in, cause, instigate, encourage or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Association will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

**ARTICLE 2: MANAGEMENT RESPONSIBILITIES**

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including, but not limited to, the rights to determine the purpose, mission, objectives and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, to establish standards and criteria for performance, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this Agreement.

**ARTICLE 3: DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

3.1 The Employer shall deduct from the salaries of unit members in the recognized unit, dues for the Association as said unit members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Association. The Employer's obligation to deduct association dues from the salary of a unit member pursuant to this Article shall cease immediately upon the termination of employment of such unit member or the receipt by the employer of written notice of withdrawal of authorization for such deductions in accordance with the provisions of this Article. Staff members' authorization shall be in writing in the form set forth below:

**DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

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<b>(Print) Last Name</b>	<b>First</b>	<b>Initial</b>	<b>Position</b>
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**Address**

**TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE**

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Administrators and Directors Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with such Association, to deduct from my salary and

**Article III: DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION (continued)**

transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefore. This authorization shall be continuous while employed in this College or until withdrawn by written notice.

_____	_____
<b>Signature of Staff Member</b>	<b>Date</b>
<b>Total Deduction</b>	<b>\$ _____</b>

The Association shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer thirty (30) days' notice prior to the effective date of any changes in its membership and/or rate of dues.

Deductions referred to above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in twenty (20) equal installments beginning with the first pay period in September. No later than two (2) weeks prior to the first scheduled paycheck in September, the Association shall provide the Employer with a list and the original signed dues authorization cards of those unit members who have voluntarily authorized the Employer to deduct dues for the Association.

The Employer shall, within ten (10) working days following each pay period from which dues deductions are made, transmit the amount so deducted to the Association accompanied by a listing of the members for whom deductions were made and the amount deducted for each.

A unit member may withdraw their authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

- 3.2 Commencing with the 1988-1989 Academic Year, the College shall deduct from the salary of unit members in the unit who are not members of the College Administrators and Directors Association, the amount equivalent to the dues levied by the Association, and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Except as otherwise required by law, the salary deductions to be made pursuant to this paragraph shall be made as nearly as possible in accordance with procedures contained in this agreement for voluntary salary deductions for Association dues.

Since voluntary and mandatory salary deductions for annual dues or equivalent are made by installments, the College will not be responsible for any unpaid installment falling due after the last pay period in which a unit member has earnings sufficient for such installment due.

As an inducement for the College's agreement to make the agency shop fee deductions provided for by this paragraph, the Association warrants that it has established and will maintain a legally valid procedure providing for the refund to any unit member in the bargaining unit demanding the return of any part of the agency shop fee deduction which represents the unit member's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

## **ARTICLE 4: PUBLIC DOCUMENTS**

The President of the College, upon written request, shall provide the President of the Association with a copy of any document which the College has made available to the press and public media. Copies of the minutes of the meetings of the Board of Trustees will be provided the CADA Association President and a copy of the budget of the College as soon as this becomes available. Any document made available to the public shall be made available to the CADA Association President upon request.

## **ARTICLE 5: EMPLOYMENT POLICY**

The College will attempt to employ qualified full-time unit members for full-time positions in preference to part-time personnel where qualified, full-time unit members are reasonably available and interested in such employment, and such full-time employment is consistent with the long range educational objectives of the College.

## **ARTICLE 6: ADMINISTRATIVE APPOINTMENTS**

- 6.1 All appointments shall be made by the College's Board of Trustees upon a recommendation by the College President. There shall be an Initial Appointment and a Career Appointment, as described below.
- 6.2 Initial Appointment. Unit Members shall receive a one (1) year Initial Appointment upon being hired into a position within the CADA unit. The appointment year shall be as defined in Article 9. A Unit Member's Initial Appointment may be renewed a maximum of four times, with each renewal of the Initial Appointment lasting one (1) additional year.
- 6.3 Career Appointment. Upon completion of five (5) Initial Appointments, Unit Members may be granted a Career Appointment of three (3) years. However, the Board of Trustees, upon a recommendation of the President, may extend a unit member's current existing Career Appointment by one (1) year on an annual basis (i.e. the expiration of the Career Appointment may be extended by one year, each year). A decision by the President with respect to such annual extension shall be made by March 1<sup>st</sup> of each year. Unit Members eligible for a first Career Appointment will be notified no later than March 1<sup>st</sup> in their fifth Initial Appointment year whether or not they will be recommended by the President for a Career Appointment. A Unit Member must fulfill a minimum of five (5) consecutive Initial Appointments and have received consistently good evaluations from their supervisor in order to be eligible for a Career Appointment. Unit Members who have previous SUNY Schenectady experience shall have such experience credited towards their eligibility for a Career Appointment as follows: two (2) years of SUNY Schenectady experience shall count as one (1) year towards CADA Career Appointment eligibility. In the absence of an extension or disciplinary discharge, a Career appointment shall end at the end of its third year.
- 6.4 Evaluation and Appointment Process
  - 6.4.1 After January 1<sup>st</sup> but before June 1<sup>st</sup> of each year, the College will create a single written evaluation for each Unit Member. Any person preparing or contributing to the written evaluation shall sign their name to the requisite part of the evaluation, and any other person involved with the review and preparation of the evaluation may add comments, remarks and/or observations to the written evaluation provided that such person shall sign their name to such comments, remarks and/or observations, if any. The Evaluation shall be used, among other things, in determining whether a Unit Member shall receive an Initial Appointment, a Career Appointment, or a one-year extension of a Career Appointment.
  - 6.4.2 The Unit Member's supervisor shall meet and discuss the evaluation with the Unit Member before June 1<sup>st</sup> of each year. The Unit Member shall receive the evaluation prior to the meeting. The Unit Member shall have the right to include any material they consider relevant to the evaluation and included as part of their file. The Unit Member's total academic and professional program cumulatively and for the present year shall be reviewed. A written record of the meeting shall be

prepared by the supervisor and shall become part of the Unit Member's personnel file. The Unit Member may also prepare a written record which shall also become part of the personnel file.

- 6.4.3 The President or his/her designee shall notify, in writing, each Unit Member whether or not they will receive an Initial Appointment or a Career Appointment according to the following schedule:
1. For those appointed prior to September 1<sup>st</sup> of a given year, notification shall be given by the following March 1;
  2. For those appointed between September 1 and March 1 of an academic year, the notification shall be by May 1 of that academic year;
  3. For those appointed on or after March 1 for terms expiring prior to September 1, the notification shall be by June 15.
- 6.4.4 Each Unit Member receiving an appointment shall accept or reject the appointment in writing within twenty-one (21) calendar days following receipt of the letter of notification from the President. Failure of a Unit Member to respond in writing within twenty-one (21) calendar days shall be considered an effective resignation.
- 6.4.5 If a Unit Member will not be offered a Career Appointment or an extension of a Career Appointment, on or before March 1<sup>st</sup>, the College shall notify the unit member and shall schedule a meeting with the Unit Member before the decision is issued in writing. The meeting shall be held within fifteen (15) days of the notification. At the meeting, the Unit Member may present any written or oral statement or materials in support of their position. Copies of all materials shall be forwarded to the President for review, together with any follow-up statements or material that may result from the meeting. The President may add any statements or material to the file.
- If, as a result of the meeting and good faith review of the Unit Member's materials, the President chooses to not offer the Unit Member an appointment, the Unit Member shall be afforded an opportunity to submit a resignation, provided that they submit such written resignation within five (5) calendar days of receiving notification that the President has completed the review. In such a case, the letter of non-reappointment will not be sent by the President.
- 6.4.6 Unit Members receiving and serving under a Career Appointment shall not be disciplined or discharged during the term of the appointment without Just Cause. Discipline and discharge may be grieved in accordance with the grievance procedure in Article 23.
- 6.4.7 Failure to reappoint a unit member, either to an Initial Appointment or a Career Appointment, or failure to extend a Career Appointment, shall not be subject to the grievance procedure.

## **ARTICLE 7: CONSIDERATION FOR VACANCIES**

The Office of Human Resources shall inform the President of the Association of approaching vacancies on the unit and of new positions to be created simultaneously to releasing this information to the public or soliciting for replacements in order to give the present unit members the opportunity to apply for the positions. The President of the Association shall be provided with a copy of the job description for the position being recruited. A unit member wishing to be considered for such a vacancy shall be afforded an interview by the administrator or administrative officer responsible for that position. Members of the unit may apply and be considered for full-time teaching positions or non-teaching positions based on individual qualifications and experience.

## **ARTICLE 8: RESIGNATION**

A unit member shall give the College President, with copy to their immediate supervisor, at least forty-five (45) calendar days written notice of their resignation; provided, however, that the President or their designee may waive compliance with this notice requirement. Accrued vacation and personal leave and/or earned holiday/comp time may not be used in the forty-five (45) calendar day notice period. Requests to use accrued sick time during the forty-five (45) calendar day notice period must be submitted in writing to the employee's immediate supervisor. The immediate supervisor will consider the written request to use sick time and render a decision in writing within three (3) business days. Requests to use sick leave will not be unreasonably denied. If these procedures are followed, the College will pay out all accrued vacation time up to a maximum of thirty (30) days. If proper notification of resignation is not provided and/or leave is used in violation of this section during the forty-five (45) calendar day notice period, the College will not grant pay out vacation accruals.

## **ARTICLE 9: PROFESSIONAL OBLIGATION**

The appointment year for each unit member shall be from September first through August thirty-first next following. The professional obligation of a unit member having a twelve (12) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, and continue until August thirty-first next following.

The parties agree that, except otherwise provided herein or previously approved (as in the case of illness or official travel) by the appropriate administrator or administrative officer, unit members are expected to be present and available on campus each day the College is open, which is normally Monday through Friday, during which time they will perform their professional obligation and duties including, but not limited to, attending all meetings scheduled by the administrator to whom they report and all meetings of committees to which they have been appointed or elected. Scheduled classroom commitments take precedence.

All unit members are exempt employees under the Fair Labor Standards Act and, therefore, are not eligible to earn overtime for hours worked in excess of forty (40) in any week. As exempt, professional, management staff members, unit members may, from time to time, have professional obligations that extend beyond their normal workday schedule and, in such event, are expected to meet those obligations. When a planned College activity or event at which the unit member's presence is required is scheduled outside the unit member's workday, with the approval of the unit member's supervisor, the unit member may flex their schedule to accommodate the need to be present at such event.

## **ARTICLE 10: PERSONNEL RECORDS AND INSPECTION OF FILES**

- 10.1 The College shall maintain one personnel file for each unit member. The personnel file shall be maintained in the Office of Human Resources.
- 10.2 The Personnel File shall contain the following:
  - 10.2.1 Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at the unit member's request, except for placement folders or references provided by agencies or individuals at the time the unit member was being considered for a position at the College. All normal correspondence between the unit member and the President shall be placed in this file.
  - 10.2.2 Copies of all annual evaluations of the unit member's professional performance at the College shall not be placed in the unit member's personnel file until the unit member has been given the opportunity to read the contents and attach any comments they may so desire. Each such evaluation shall be initialed by the unit member before being placed in their file. This initialing shall not be deemed to constitute approval by the unit member of the contents of such evaluations.

If the unit member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect shall be affixed to the evaluation.

- 10.2.3 Copies of all business records relating to the unit member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above.
- 10.2.4 The personnel file shall be available for review to the unit member and their representative at reasonable times during the business of the Office of Human Resources. Such files will be treated in a confidential manner.
- 10.2.5 Staff members shall not be required to furnish personal or educational data previously submitted to the administration, but each unit member shall furnish whatever new or updated information is needed to maintain their personnel file on a current basis.
- 10.2.6 The personnel file of the unit member will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

**ARTICLE 11: RETRENCHMENT**

In the event that the College deems that retrenchment is necessary, any unit member who is retrenched will be placed on a recall list for three (3) years. They will receive preference in accordance with placement on the list to a vacant position within the discipline from which they were retrenched, provided that they are qualified to perform the duties of the vacant position. The rejection by any unit member of a recall opportunity will result in removal from the recall list. Layoff will be made within service or program in inverse order by date of the original Board of Trustee appointment of the unit member.

**ARTICLE 12: [RESERVED]**

**ARTICLE 13: SALARIES**

- 13.1 Beginning on September 1 of each of the academic years listed below, annual base salaries will increase as follows:

<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
\$1,250	2.25%	2.25%	2.25%	2.25%	2.25%

- 13.2 CADA members who obtain a doctoral degree while employed by the College, shall receive a one-time bonus payment of \$1,000 at the time of conferral.

- 13.3 Longevity

Effective September 1, 2022, upon the completion of the years of continuous full-time service to the College set forth in the table below, unit members shall receive a non-cumulative longevity stipend in the following amounts:

<b>Years Completed</b>	<b>Longevity Payment</b>
5 Years to 9 Years	\$500 in each year

10 Years to 14 Years	\$750 in each year
15 Years to 19 Years	\$850 in each year
20 Years to 24 Years	\$950 in each year
25 Years to 29 Years	\$1,500 in each year
30 Years to 34 Years	\$2,000 in each year
35 Years to 39 Years	\$2,500 in each year
40 Years to 44 Years	\$3,000 in each year
45 Years and each successive year	\$3,500 in each year

**ARTICLE 14: SABBATICAL LEAVE**

The College recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a unit member is engaged in full-time service on the campus. The College therefore recognizes the desirability of a sabbatical leave policy as will be of benefit to both the College and the unit member. The purpose of such leave is to provide opportunity to improve the qualifications of the unit member, the quality of their professional performance and the value of the member's further service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the unit member and to the College. If such sabbatical leave is granted, the recipient will file a full report with the President within three (3) months after their return.

A member of the unit will be eligible for sabbatical leave after six (6) consecutive years of full-time on-campus service.

Periods of sick leave, maternity leave or approved leave without pay should not count toward this six year total but will not be deemed to be an interruption of otherwise continuous service. Staff members who have discontinued their service to the College without approved leave, and have returned to the College, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another six (6) years of on-campus service under the same conditions as previously stated.

The request for sabbatical leave and the program plan shall be submitted to a designated sub-committee of the Professional Policies, Nominations and Awards Committee no later than nine (9) months (excluding July and August) preceding the academic year, in which the sabbatical will be taken. The sub-committee shall forward its recommendation to the President and the Board of Trustees for action no later than seven (7) months in advance of the anticipated departure date. When there is more than one recommendation, the Committee shall develop a system of priorities in its recommendations to the President. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service at the College without sabbatical leave. The unit member shall be notified by the President in writing of approval or disapproval no later than three (3) months prior to their planned departure. In those cases in which, in the opinion of the President, the granting of a sabbatical leave would impair the functions of the department or office, a unit member shall be required to postpone their leave.

Staff members will receive one-half of their annual base salary during periods of sabbatical leave which equal or exceed one-half of their annual obligation. Staff members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The unit member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during their sabbatical leave, unless the rate of pay received from the other employer exceeds the individual's regular salary rate of the College. In the latter case, they will not be compensated by the College. If the unit member takes another position rather than returning to the College to complete the following full year of academic service, the full amount of money received from the College while on sabbatical leave must be repaid to the College.

A unit member returning from sabbatical leave shall retain the rank and position which were in effect before the leave unless they shall have been promoted or assigned to a different position with their consent. The period of sabbatical leave shall be credited as continuous service for continuing and career appointment policies, for

retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits shall continue in effect during the leave and the sabbatical leave shall not be counted as a period of vacation for those in twelve-month appointments.

Applicants will be selected by the Board on the merit of the leave project in accordance with the provisions of this policy.

The Board of Trustees may, in its sole and exclusive judgment, for any reason it deems appropriate, including, but not limited to, budgetary and fiscal considerations, deny any or all applications for sabbatical leave in any fiscal year which denials shall be final and binding upon all parties and not subject to appeal or grievance.

## **ARTICLE 15: SICK LEAVE AND VACATION LEAVE FOR EMPLOYEES IN THE PROFESSIONAL SERVICE**

### **15.1 Definitions when used in this section:**

The term calendar year employee shall mean any unit member having a twelve (12) month professional obligation.

### **15.2 Vacation Leave for Calendar Year Employees**

**15.2.1 Accrual of Vacation Credit:** Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one and three-quarters days per calendar month during each month, or major fraction thereof, of their service within the College. In addition, calendar year employees shall be entitled to an additional day of vacation leave for each of the following holidays on which the employee is required to work:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Memorial Day	Christmas
Juneteenth	Weekdays between Christmas and
Independence Day	New Year's day
Labor Day	

If a listed holiday falls on a Saturday or Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day. If a holiday occurs on a weekend where the prior Friday (for a Saturday) or subsequent Monday (for a Sunday) is a holiday, the weekend holiday becomes a floating holiday that must be used within a 12-month period.-

CADA members will have the option of being paid time and one-half if they work on any of the holidays on which the College is open. Members also have the option of taking the holiday or a substitute day off.

**15.2.2 Accumulation of Vacation Credit:** Members will be able to accrue up to forty (40) vacation days during the year but the carry-over at the end of the year will be limited to thirty (30) days. A retiring member may cash in no more than thirty (30) vacation days. However, when the retirement date is announced, the retiring employee, their supervisor, a CADA representative, and the HR Executive Director will agree on how to use accrued vacation days in excess of thirty (30), if applicable, before the end of the retirement date.

**15.2.3 Use of Vacation Leave Credit:** Vacation leave shall be taken at such time as may be approved by the President or their designated officer. If a vacation request of three (3) days or more is made at least thirty (30) days in advance of the requested leave, it will be acted upon within fourteen (14)

days; all other requests will be acted upon as quickly as practicable. Vacation requests will not be unreasonably denied.

15.2.4 **Charges:** For the purpose of this title, no charge to a vacation leave shall be made with respect to a day during any period of vacation absence which a calendar year employee would not otherwise have been required to work; such as bank holidays, the day after Thanksgiving, or special days designated by the County of Schenectady.

### 15.3 Vacation Leave for Other Employees

**Other Employees:** No vacation leave shall be granted to any other professional unit employee in addition to the time during which they are permitted to be absent in any calendar year by reason of the terms of their annual professional obligation. No such employee shall accrue credits for vacation leave.

### 15.4 Sick Leave

15.4.1 **Accrual and Use of Sick Leave Credits:** All unit members in the professional service, other than those on leave without salary pursuant to this Agreement shall accrue credits for sick leave at the rate of one and one-quarter days per calendar month during each month or major fraction thereof, of their service within the College provided, however, that accumulations of sick leave credits in excess of one hundred and eighty (180) days for calendar year employees and one hundred and sixty-five (165) days for all other unit members pursuant to this section shall not be permitted. After a member has been absent on sick leave in excess of three (3) consecutive days, the College may require the member to provide a doctor's note regarding the reason for the absence.

Such unit members serving on a part-time basis shall not accrue sick leave.

15.4.2 **Other Sick Leave Credit:** Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this title.

#### 15.4.3 Authorization by Chief Administrative Officer:

15.4.3.1 The President or their designated officer, shall permit unit members who are unable to perform their duties because of illness to use any and all accumulated sick leave credits as may be available to them by reason of accruals pursuant to the preceding section of this title.

15.4.3.2 The President, or their designated officer, may grant unit members additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated pursuant to the preceding sections of this title, used pursuant to this section, shall not exceed a total of six (6) calendar months. Subject to the foregoing, no additional sick leave pursuant to this section shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.

15.4.3.3 The President or their designated officer shall permit unit members to use a maximum of five (5) days of accumulated sick leave credits per academic year as may be available to them by reason of accruals pursuant to the preceding section of this title as may be required by such unit member in order to care for an immediate family member due to illness. The term "immediate family" shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws.

- 15.4.4 Sick Leave without Salary: The President or their designated officer, may grant sick leave without salary for a period not to exceed one (1) year to unit members.
- 15.4.5 Authorization by the Board of Trustees: The Board of Trustees after receiving the recommendation of the President, may grant unit members such sick leave, in addition to that provided by subdivision D of this article, if any, as it may determine with or without salary.
- 15.4.6 Charges: For the purpose of this title, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which a unit member would not have otherwise been required to work.
- 15.4.7 Substitute Service: During the absence on sick leave of unit members of the College, the President, or their designated officer, shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other unit members and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.
- 15.4.8 Reporting Sick Leave: Each unit member shall submit appropriate reports of any sick leave taken as may be required by the President of the College.
- 15.4.9 Payment for Unused Sick Leave:

Upon written notification to the College by a unit member with 60 calendar days' notice that they intend to retire (in accordance with the terms of the retirement system of which such unit member is a member), the College will pay such unit member together with the final payroll distribution upon retirement a sum equal to 50% of such unit member's accumulated sick leave credits multiplied by such retiring unit member's daily rate of pay. (Calendar year employees - annual base salary divided by 262; all other unit members - annual base salary divided by 218. The payroll office will adjust such daily rate of pay as may be required by annual calendar changes.) The retiree shall have the option of receiving a single payment or three equal payments on an annual basis for the total amount accrued.

Timely notification as required by this Section shall be waived by the President or their designee upon receipt of evidence satisfactory to the President or their designee that a unit member was unable to make such timely notification themselves or by agent because of unforeseen and unanticipated circumstances beyond the control of such unit member.

#### 15.4.10 Sick Leave Bank

- 15.4.10.1 All full-time SUNY Schenectady Chairpersons, Administrators and Directors Association (CADA) members must join the Sick Leave Bank after six (6) months of continuous service.
- 15.4.10.2 All unit members join the Sick Leave Bank by initially contributing pro-rata number of days of accumulated sick leave to the bank.
- 15.4.10.3 The maximum number of days in the Sick Leave Bank at any time will be one hundred fifty (150) days.
- 15.4.10.4 If at any time during the academic year the total number of days in the Sick Leave Bank falls below fifty (50) days, the Sick Leave Bank Committee will notify the Vice President of Administration in writing to deduct a pro-rata number of days from the current year's accumulation of sick leave days from those CADA unit members who have already reached their respective sick leave accumulated days maximum.

#### 15.4.10.5 Procedure

- 15.4.10.5.1 Initially on January 1, 1995, each bargaining unit's members shall contribute an equal number of sick days to the Sick Leave Bank to enable the Sick Leave Bank to have one hundred fifty (150) days available for use.
- 15.4.10.5.2 No other contributions will be made until such time as the number of days available in the Sick Leave Bank is fifty (50) days.
- 15.4.10.5.3 Additional contributions to the Sick Leave Bank after the initial contribution establishing the Sick Leave Bank will be made by new members of the bargaining units contributing two (2) days after completing six (6) months of continuous employment.
- 15.4.10.5.4 Any unit member who has accumulated sick leave to a maximum of one hundred sixty-five (165) days (ten month employees), one hundred eighty (180) days (twelve month employees) on August 31<sup>st</sup> of any year will continue to accrue one and one quarter days sick leave per month in the ensuing fiscal year. In the event of illness an employee will use the current fiscal year sick leave accruals first before accessing their accumulated sick leave from prior years.
- 15.4.10.5.5 On August 31 of each fiscal year, all excess sick leave accruals for the fiscal year for employees who have reached the maximum sick leave accumulation in an earlier fiscal year and continue to maintain the maximum accumulation permitted will be used to replenish the sick Leave Bank to a maximum of one hundred fifty (150) days. Any remaining excess accruals beyond that number of days required to replenish the Sick Leave Bank will be reduced to zero.
- 15.4.10.5.6 In the event the aforesaid excess sick leave accruals available on August 31 of any year are of an insufficient number to replenish the sick Leave Bank to the maximum number of one hundred (150) days, the Sick Leave Bank Committee shall look to all unit members to contribute a pro-rata share of the number of sick leave days needed to replenish the Sick Leave Bank from the members sick leave accruals in the succeeding year.
- 15.4.10.5.7 The Sick Leave Bank will be administered by a committee of administrators appointed annually by the College President and two unit members one each appointed by the Presidents of the UFP and CADA. The Committee will designate one of its members the Secretary to whom applications will be submitted and who will contact Committee members and schedule meetings to review applications. In the event the Committee is unable to reach a consensus on any application, the College President shall review and respond to the application.
- 15.4.10.5.8 A member who is suffering from a prolonged or disabling injury or physical/mental illness, has been employed at the College for a minimum of six (6) consecutive months, and is a member of CADA will be eligible to apply to the Sick Leave Bank after they have exhausted their accumulated sick leave.
- 15.4.10.5.9 Application for Sick Leave Bank benefits will be made in writing to the Sick Leave Bank Committee. The application will include medical certification of the nature and duration of the disabling condition.

15.4.10.5.10 The Committee will provide the applicant a written response to the application within ten (10) business days of receipt of the written application. In making a determination, the Committee may require eligible employees to be examined by an independent medical examiner(s), the cost of which will be borne by the applicant.

15.4.10.5.11 The Committee may grant a maximum of twenty (20) days per application to a maximum of one hundred (100) days (five separate applications) for any one illness.

15.4.10.5.12 The determination of the Sick Leave Bank Committee or the College President regarding any application is final and is not grievable under the grievance procedures of the CADA agreement.

#### 15.5 Sick Leave and Vacation Leave for Employees in the Professional Service

Accruals standing in the name of a unit member at the time of execution of this agreement will be credited to the accruals permitted by this article and shall be subject to the limitations provided in this article.

### **ARTICLE 16: LEAVE FOR JURY DUTY**

A unit member selected for jury duty will be granted leave with full pay when attendance as a juror is required by the court, provided, however, such unit member shall transmit to the College the fee or fees paid to them by reason of such service.

### **ARTICLE 17: PROFESSIONAL LEAVE WITHOUT SALARY**

The Board of Trustees may grant leaves of absence, without salary, of not to exceed one (1) year for the purpose of permitting a unit member to commence, continue to complete advance study, accept a grant, serve as an exchange teacher, serve with a professional organization, or to perform research in their area of professional competence, when, in the opinion of the Board of Trustees, such leave would be in the best interest of the unit member and the College, and when such absence would not unduly affect normal College operations or the academic program. The Board of Trustees may extend such leaves for additional periods of not to exceed one (1) year each. Staff members granted such leave shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law.

### **ARTICLE 18: PREGNANCY RELATED DISABILITIES**

Neither the College nor this agreement mandates unpaid leaves of absence in the case of pregnancy related benefits. Disability due to pregnancy shall be treated as any other disability with respect to the terms and provisions of this agreement.

### **ARTICLE 19: DISABILITY LEAVE**

Where a unit member receives compensation under the Workmen's Compensation Law on account of disability, they shall elect in writing whether they desire to have sick leave with pay during such disability. If they so elect, they shall, for the period of their disability, not exceeding their accumulated sick leave time, be paid the difference between what they received as compensation and their regular rate of pay. The time during which they are so paid shall be deducted from their accumulated sick leave time.

## **ARTICLE 20: PERSONAL/BEREAVEMENT LEAVE**

### **20.1 Personal Leave**

Four (4) days of personal absence will be permitted to a unit member, each academic year, provided that such unit member has made arrangements to have their duties performed in their absence and has so notified their immediate supervisor. In addition, upon advance notice to and written approval by the Dean, unit members may absent themselves at other times to attend to personal matters without loss of salary.

### **20.2 Bereavement Leave**

The President upon the recommendation of the unit member's immediate supervisor shall permit unit members to absent themselves without loss of salary up to a maximum of three (3) days for the funeral of the unit member's immediate family. "The term 'immediate family' shall mean grandparent, parent, spouse, domestic partner, sibling, child, grandchild or corresponding-in-law."

## **ARTICLE 21: MEDICAL AND HOSPITALIZATION INSURANCE**

21.1 After September 1, 1982, the College became a participant in the Schenectady County Employee Health Plan providing all eligible employees and their families the coverage provided by such plan in substitution for the prior medical insurance benefits. The Schenectady County Employee Health Plan includes an optical insurance plan to all eligible employees covered by this agreement. Effective January 1, 2009 vision care shall be extended to families at the premiere level and for employees at the platinum level.

21.2 Effective December 1, 2004, the College will provide eligible employees with coverage under the County Health and Dental Plan in substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:

21.2.1 The College will provide, at its sole expense, coverage to any eligible employee and their family hired and continuously employed by the College prior to January 1, 1992.

21.2.2 Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Plan will pay to the College, via payroll deductions, an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for said coverage.

21.3 Effective December 1, 2004, the College will participate in the Schenectady County ABC Prescription Containment Program. All employees under this Plan shall be provided prescriptions through one of the three options (ABC). The employee is free to utilize any option:

Option A: Fill the prescription through the Schenectady County Mail Order Program (CanaRx Services, Inc.). There is no co-payment for medications provided under the option. This program will provide an 87- or 90-day supply.

Option B: Fill the prescription through the Schenectady County Mail Order Program (Express Script). This program will provide a 90-day supply for co-pays of \$5 for generic drugs and \$15 for name brand drugs.

If Option A is available, and the participant chooses Option B, then the co-pays shall be as outlined in C.2.

If Option A is unavailable, the co-pays for all individuals shall be: generic \$5 and brand name \$10 under Option B.

Option C:

- 1) If the prescription is not available through Option A or Option B, or is a short-term drug (i.e. prescription is for 30 days or less, non-refillable), and the employee so chooses, the prescription may be filled by a local pharmacy or other provider with a \$5 co-pay for generic drugs and a \$15 co-pay for name brand drugs.
- 2) If the prescription is available through Option A or Option B, the prescription still may be filled by a local pharmacy or other provider with a co-pay of \$60 for a 30-day supply.

In implementation of this prescription drug program, there shall be a one-time waiver of higher co-pays for each recipient. Co-pays shall also be waived for short-term initial prescriptions of less than 30 days, which are a bridge to mail order prescriptions under Option A or B.

21.4 Waiver of Health Insurance Benefits

21.4.1 An employee who provides proof of adequate insurance to the Office of Human Resources and who executes a waiver of their right to health insurance under this Agreement shall receive a bonus in the second full pay period of September following the academic year during which insurance coverage was actually waived. The bonus shall be \$2,000 for waiver of individual coverage and \$4,000 for waiver of family coverage. This bonus shall be pro-rated for the period during which health insurance coverage was actually waived.

21.4.2 This bonus provision shall not apply in situations in which both husband and wife are College employees.

21.4.3 An annual opt in/opt out period will be held in conjunction with the health insurance open enrollment. Exceptions will be made for individuals who experience an IRS Section 125 qualifying event.

21.5 Effective September 1, 2022, the following changes will be made to the health insurance plan:

21.5.1 CADA Members enrolled in the Empire PPO plan will now have a \$30 copay for Urgent Care visits.

21.5.2 CADA retirees and spouses enrolled in the MVP Gold Anywhere and MVP Gold Anywhere Custom 10 PPO plans will be moved to the MVP USA Care PPO plan(s) because MVP is discontinuing the Gold Anywhere plans.

21.5.3 Effective January 1, 2022, the Schenectady Meds 1 plan (\$5 Generic \$15 Brand at Retail/2X at Mail and \$5 Generic \$20 Brand at Retail/2X at Mail) will be eliminated for all employees. Any employee enrolled in Schenectady Meds 1 on January 1, 2022 will be transferred to Schenectady Meds 2 (\$5 Generic \$20 Preferred Brand \$40 Non-Preferred Brand at Retail/2X at Mail).

**ARTICLE 22: TUITION ASSISTANCE AND PROFESSIONAL DEVELOPMENT**

22.1. Each unit member, their spouse and dependent children, will be eligible to receive a prorated amount of support for tuition payment to enroll in course work at the College.

22.2. In each year of this Agreement, the total amount of tuition support available will be \$9,000 per academic year, to be divided into the following allocation pools: \$4,500 for each fall and spring term. The funds in this pool shall also be available to Unit members as their sole source of professional development funds, except when a professional development event is required of them by the College.

### 22.3. Distribution

- 22.3.1. For tuition assistance, the method of distribution will be on a pro-rata basis by credit hour with non-credit fees prorated to the tuition rate per credit hour. For each term, individuals must complete the College procedure for registration and payment prior to the first day of classes. A temporary tuition waiver will be provided by the Office of Administration upon the individual's request at the payment requirement stage of the registration procedure. Individuals will submit the completed temporary tuition waiver form to the Office of Human Resources no later than the first day of classes in each semester. If all requests do not exceed the available pool of funds for a semester, then all requests will be honored. In the event requests exceed the available pool of funds for a particular semester, then the individual will be responsible for paying the pro-rata difference between the temporary tuition waiver and the tuition assistance available from the available pool of funds.
- 22.3.2. For professional development, the method of distribution will be on a first-come, first serve basis, as approved by the Division Vice President, with the understanding that a Unit Member who receives an award from these funds shall not be eligible for a second award in the same academic year unless all other Unit Member's requests have been accommodated.
- 22.3.3. The amount of money available in the pool in the summer term will be equal to the balance from the spring term pool, if any.
- 22.3.4. Any balance in the pool of funds at the end of the College Fiscal year will be returned to the general fund, with a new pool to be initiated the following year.
- 22.3.5. Any tuition refunds due from registrations initiated by this procedure will return to the credit of the annual pool of tuition assistance.
- 22.3.6. The College and the Union will develop a form to apply for these funds and will jointly communicate the existence of these funds to the unit members at the beginning of each academic year.

## ARTICLE 23: GRIEVANCE PROCEDURE

### 23.1 Personal Grievance Procedure

#### 23.1.1 Definition

A personal grievance is an allegation by a unit member that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Board of Trustees related to the terms and conditions of employment.

#### 23.1.2 Procedures for Handling Personal Grievances

##### 23.1.2.1 Step 1 (a)

A unit member alleging a grievance shall discuss the alleged grievance with their immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion

##### 23.1.2.2 Step 1 (b)

If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it shall be reduced to writing within five (5) working days thereafter and presented to the supervisor, with a copy to the President of the College, or their designee. Within five (5) scheduled days after the written grievance is presented to them, the supervisor shall render a decision in writing with a copy sent to the President of the College, or their designee.

#### 23.1.2.3 Step 2

If the grievant is not satisfied with the determination made at Step 1, they may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if they so desire, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the Association, and a third member to be a Director, mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President shall meet with the grievant or their representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President shall issue a written determination and send it to the grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

#### 23.1.2.4 Step 3

If the grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments, or promotions as to which Step 2 determination shall be final, they may file a written appeal with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report shall also be furnished to the Board of Trustees on appeal. The grievant or their representative shall be given the opportunity to orally present their position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after the notice of appeal. Within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal, if no oral presentation is requested, the Board of Trustees or its committee shall render a decision in writing to the grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the grievant. Hearings on the grievance shall be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or a duly authorized committee thereof. The Board of Trustees or its committee shall render a decision, in writing, to the grievant within ten (10) calendar days after the conclusion of the hearing. There shall be no further appeal from a determination by the Board of Trustees. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

### 23.2 Representation

The grievant may be represented by a person of their choice at any and all of the 3 steps of the Personal

Grievance Procedure.

23.3 Time Limits

The parties may mutually agree to extend or contract the time limits herein above specified.

23.4 Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or their nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the unit, upon request.

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

There shall be no change made in the specifications of the grievance after it has been reduced to writing.

23.5 Contract Grievance

23.5.1 Definition

23.5.1.1 A contract grievance is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement, provided, however, that such specific term, condition or provision which involves an employee's rate of compensation shall be subject to the provisions set forth in section 23.2.1.2 below.

23.5.1.2 Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement; or foreclosed either by this Agreement, or by Statute, rule or regulation; matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a contract grievance.

23.5.1.3 Any matter involving an employee's rate of compensation shall be subject to steps one and two of the contract grievance procedure, and if not resolved at either of such steps may be appealed and heard by a designee of the Schenectady County Legislature who need not be a member of the Legislature but shall not be a member of the College Board of Trustees. The decision of such designee shall be final and binding as to such grievances. The cost of such designee shall be shared equally by the two parties and the provisions of current step three shall be utilized as to procedure insofar as practicable.

23.4 The Contract Grievance Procedure shall be as follows:

23.4.1 Step 1

The Association (hereinafter referred to as the grievant) shall present the grievance in writing on official grievance forms to the person who has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act of omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the grievant, in writing, within fourteen (14) calendar days following their receipt of the grievance.

23.4.2 Step 2 - President

If the grievant is not satisfied with the written decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the grievant shall within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Step 1 with the President.

Copies of the written decision at Step 1 shall be submitted with the appeal. The President or their duly authorized representative, shall set a date for an informal hearing, notify the grievant as to the date of the hearing, and shall conduct such hearing. Such hearing shall commence within ten (10) calendar days after receipt of the appeal by the President. The President shall render a decision, in writing, to the grievant within five (5) calendar days after the conclusion of the hearing.

#### 23.4.3 Step 3 - Single Arbitration

23.4.3.1 If the grievant is not satisfied with the decision at Step 2, the grievant may submit the grievance to arbitration by written notice to the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single arbitrator.

23.4.3.2 In the case of a single arbitration, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

23.4.3.3 The arbitrator will hear the matter promptly and will issue a decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of transcript of hearing. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.

23.4.3.4 The arbitrator shall have no power to add or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond its or their powers.

23.4.3.5 The arbitrator shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.

23.4.3.6 Either party may request that a verbatim record of the proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party shall bear the cost of such transcript. If the arbitrator requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.

23.4.3.7 Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the arbitrator.

23.4.3.8 If either party, within fourteen (14) calendar days after the arbitrator's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the arbitrator.

23.4.3.9 Unless the decision of the arbitrator is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.

23.4.3.10 The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

**23.5 Grievance Forms and Records**

Forms for filing grievances shall be jointly developed by the President or their nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the unit, upon request. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

There shall be no change made in the specification of the grievance, after it has been reduced to writing.

**ARTICLE 24: [RESERVED]**

**ARTICLE 25: ASSOCIATION RIGHTS**

- 25.1 The Association or its representatives shall be permitted to transact official Association business pursuant to Article 14 of the Civil Service Law on College Property in accordance with published standards to be developed by the Board of Trustees. The Board of Trustees shall designate the person to whom such requests to conduct official Association business shall be made.
- 25.2 The Association or its representatives may also request permission, of the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.

**ARTICLE 26: LEGISLATIVE ACTION**

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

**ARTICLE 27: SEVERABILITY**

If any provision of this agreement or any application of this agreement to CADA is held to be contrary to law by a court of competent jurisdiction, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

**ARTICLE 28: DURATION OF AGREEMENT**

The term of this Agreement shall be from September 1, 2022 through August 31, 2028.

**ARTICLE 29: PREPARATION AND DISTRIBUTION OF CONTRACT**

A copy of this Agreement shall be provided electronically to each unit member by the College.

**ARTICLE 30: CONCLUSION OF NEGOTIATIONS**

This Agreement is the entire Agreement between the parties, terminates all prior Agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement.

During the term of the Agreement, neither party will unilaterally seek to **modify its terms** through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective negotiation and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the College and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement; even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

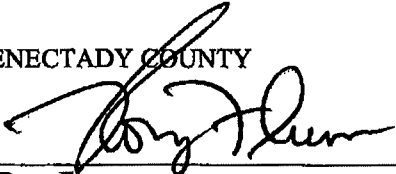


The Schenectady County Manager for the County of Schenectady has executed this Agreement by virtue of the authority granted by resolution of the Schenectady County Legislature, duly adopted August 9, 2022, Resolution #121-22.

The College President of Schenectady County Community College have executed this Agreement by virtue of the authority granted by resolution of the Board of Trustees, duly adopted June 27, 2022, Resolution #22-63.


The Schenectady County Community College, Administrators and Directors Association has executed this Agreement by virtue of the authority granted by ratification by its membership on June 10, 2022.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_ day of December , 2022.

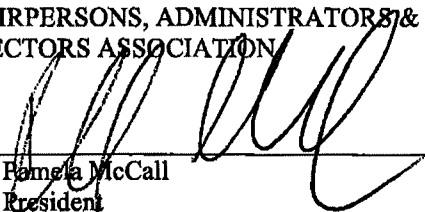
SCHEENECTADY COUNTY

BY:    
Rory Fluman  
County Manager 

SUNY SCHEENECTADY COUNTY COMMUNITY COLLEGE

BY:  12/19/22  
Steady H. Moono, Ed.D.  
College President

CHAIRPERSONS, ADMINISTRATORS & DIRECTORS ASSOCIATION

BY:   
Pamela McCall  
President

**SCHEDULE "A"**

**UNIT**

Director of Admissions & Matriculated Enrollment  
Director of Library Services  
Director of Wellness and Support Services  
Director of Athletics  
Registrar  
Director of Academic Advisement and Retention  
Director of Career and Transfer Services  
Director of Educational Opportunity Programs & Access  
Director of Financial Aid  
Director of Academic Computing  
Director of Enterprise Services  
Director of IT Operations  
Director of Academic Services  
Director of College and High School Partnerships  
Director of TRIO  
Director of Liberty Partnerships Program  
Director of Apprenticeship and Healthcare  
Director of Events and Community Engagement  
Director of Instructional Design and Online Learning

**EXCLUDED**

All Other Employees