2010-2015
AGREEMENT

COUNTIES OF ESSEX AND FRANKLIN

and the

BOARD OF TRUSTEES
OF NORTH COUNTRY COMMUNITY COLLEGE
as Co-employers

and the

NORTH COUNTRY COMMUNITY COLLEGE
ASSOCIATION OF PROFESSIONALS
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DEFINITIONS

**Academic Year** – shall be inclusive of all work days beginning not more than ten (10) days prior to the beginning of the fall semester and not more than ten (10) days after the conclusion of the spring semester.

**Administrative Areas** – shall mean areas of responsibilities assigned to professional staff members with the titles such as, but not limited to, department chairs, division chairs and academic coordinators.

**Administration** – shall mean all non-bargaining unit management-level staff of the College.

**Agreement** – shall mean this agreement and the written provisions contained herein.

**Area Supervisors** – shall include the Vice President for Fiscal Operations, the Vice President of Academic Affairs and the Vice President of Enrollment and Student Affairs.

**Association** – shall mean the North Country Community College Association of Professionals.

**Base Campus** – shall mean the primary campus at which a professional staff member is employed.

**Board** – shall mean the North Country Community College Board of Trustees.

**College** – shall mean the Employer.

**Counties** – shall mean the counties of Essex and Franklin in the State of New York.

**Day** – shall mean any calendar day unless otherwise specified in this agreement.

**Director** – for the purposes of this agreement, shall include the Director of Financial Aid, the Director of Athletics/Physical Education Facility Supervisor, and the Director of Campus and Student Life and shall exclude Academic Program Directors.

**Fiscal Year** – shall be inclusive of all days from September 1 to August 31.

**Immediate Supervisor** – shall mean the person to whom the professional staff member reports and who completes the annual performance evaluation of the professional staff member.

**Legislative Body(ies)** – shall mean the Essex County Board of Supervisors and the Franklin County Legislature.

**NTP** – shall mean a non-teaching professional staff member.

**PERB** – shall mean the New York State Public Employment Relations Board.
**Preparation** – shall mean any numbered course a professional staff member is going to teach in any one academic year.

**President** – shall mean the duly appointed President of the College and, unless otherwise provided, shall be considered the authorized representative of the College.

**Professional Staff Member (or Professional Staff)** – shall mean any (or a group of) member(s) of the bargaining unit.

**Release Time** – shall mean the reallocation of elements of assigned professional staff workload to other duties, as illustrated by, but not limited to, administration, and/or special projects.

**Vice President** – shall mean either the Vice President of Academic Affairs, the Vice President for Fiscal Operations, or the Vice President of Enrollment and Student Affairs, as appropriate.
ARTICLE I – REQUIREMENT OF LEGISLATIVE ACTION

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

ARTICLE II – SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or the United States of America; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any professional staff member or group of professional staff shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III – MANAGEMENT RIGHTS

The Counties, the Board, and the Administration of the College, hereby retain and reserve all rights, power, authority, duty and responsibility conferred by law and the Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies, as are deemed necessary will, as they apply to professional staff represented by this Association, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.
ARTICLE IV – ASSOCIATION RECOGNITION/STATUS, RIGHTS AND PRIVILEGES

4.1 The Employer recognizes the Association as the lawfully designated exclusive representative of professional staff of the College for the purposes of collective negotiations in a unit including all full-time professional personnel except those represented by the Civil Service Employees Association (CSEA), or Management Confidential Administrative Assistants, and the following titles.

1. President
2. Assistant to the President
3. Vice President of Academic Affairs
4. Vice President for Fiscal Operations
5. Vice President for Enrollment and Student Services
6. Registrar
7. Assistant Registrar
8. Bursar
9. Comptroller
10. Director of Human Resources
11. Dean
12. Associate Dean
13. Assistant Dean

4.2 Dues Deduction. The College agrees to deduct from the salaries of professional staff Association dues, as said professional staff individually and voluntarily authorize, and to transmit said monies promptly to the Association. Authorizations
shall be in writing on the form set forth in Schedule "A" annexed. Said authorization shall be provided to the College at least two weeks prior to having any deduction made.

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

4.4 The total annual membership dues for the Association shall be deducted in equal installments beginning with the first pay period in October and continuing over each pay period for the remainder of the academic year, provided the College has received the appropriate authorization(s) or written verification(s) in accordance with 4.2 and 4.3 above.

4.5 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.

4.6 The College shall, following each pay period, transmit the dues deducted to the Association. The first and/or the final transmittal shall be accompanied by a listing of the professional staff for whom deductions have been made and the amount for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.

4.7 A professional staff member may withdraw his/her authorization at any time by written notice to the College with a copy to the Association at least two (2) weeks prior to the effective pay period.
4.8 Payroll Deductions. Professional staff may, in writing, authorize payroll deductions for the purchase of U.S. Savings Bonds, tax deferred annuities, credit union and IRA's, where applicable. U.S. Savings Bond deductions shall be in exact bond denominations.

4.9 Full-time Professional Responsibility for the President of NCCCAP. The President of the Association shall enjoy a three (3) credit hour load abatement or the equivalent each semester and will not be assigned an overload unless the lack of such assignment would cause a measurable decrease in the quality of education at NCCC. Any overload must be assigned only upon the request of the appropriate Vice President and with the approval of the President of the Association. Any overload assigned upon the request of the Association President will not be reimbursed as an overload but will be considered as part of a normal load.

4.10 Reprisals Prohibited. There will be no reprisal of any kind taken against any professional staff member by reason of his/her membership in the Association or participation in any of its legal activities.

4.11 Deductions for Agency Fee Professional Staff. Subject to the limitations and conditions contained in Section 208 of the Civil Service Law, bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted and remitted to the Association in the same manner used for voluntary dues deduction provided the College receives written verification from the Association identifying those bargaining unit members who have chosen not to be members of the Association.
4.12 **Use of College Property.** Association use of any College equipment and/or facilities for Association business must be first approved by the President or his/her designee. Said approval is subject to College needs and availability of requested facilities and equipment shall not be unreasonably denied.

4.13 **Notifications.** The College will provide written notice to the President of the Association of all new hires within the bargaining unit within ten (10) days of Board appointment, including the Board resolution.

**ARTICLE V – WORK ASSIGNMENT AND OVERLOAD**

5.1 A full-time professional staff member’s academic work year shall be one hundred sixty-four (164) days within a consecutive nine (9) months, one-week period inclusive of registration, orientation, workshops, instruction, examinations, advisement and commencement.

5.2 Professional staff will work one hundred sixty-four (164) days. Professional staff will be paid on a per diem basis for each additional day worked beyond one hundred sixty-four (164) days. Per diem rates will be determined for each professional staff member by dividing their base salary by one hundred sixty-four (164). Professional staff members appointed to a twelve-month position will be required to work an additional fifty-seven (57) days for a total of two hundred twenty-one (221). Twelve-month positions will be paid in twenty-six (26) equal biweekly payments and will have thirty (30) days unpaid vacation and ten (10) days of unpaid holidays per contract year. The hours of the non-teaching
professional's normal work week will be established with the College and reviewed and changed as appropriate. At such time as instructional overloads are implemented as determined by the College, compensation will be based on faculty rank.

5.3 A full-time teaching assignment shall not exceed thirty (30) credit hours per year or its equivalent. The College may assign a maximum of eighteen (18) credit hours per semester, provided the total of the Fall and Spring semesters does not exceed thirty (30) credit hours per year or its equivalent without his/her consent.

5.4 The College will make every reasonable effort to provide at least seven (7) calendar days’ notice to those professional staff who are or may be assigned more than fifteen (15) credit hours in either the Fall or Spring semester. The College will give reasonable advance notice of any change in the non-teaching professional’s work or vacation schedule. Absent extraordinary circumstances said notice will be given at least fifteen (15) days in advance.

5.5

a. In the exercise of assignments in excess of fifteen (15) credit hours per semester the College will apply reasonable judgment. Assignments in excess of eighteen (18) credit hours per semester or thirty (30) credit hours per year may be made with the mutual consent of the College and the involved faculty member and will constitute an overload with the appropriate compensation during that semester based on faculty rank, with the maximum number of credit hours assigned not to exceed twenty-one (21) credit hours per semester.
b. At such time as instructional needs require additional class offerings within a
given semester, filling said offerings shall be done first utilizing qualified, full-
time professional staff. In the event that no qualified, full-time professional staff
are available for filling said offerings, adjunct appointments shall be sought.

5.6 In determining teaching faculty workloads, the following conditions will be adhered
to:

a. Hours spent by faculty in a science and science-related technology laboratory
   with students will be credited as equal to lecture time;

b. Faculty teaching Eng. 100, 101 and 102 will teach no more than twelve (12) credit
   hours per semester if all these hours are in writing courses or fifteen (15) credit
   hours per semester if no more than nine (9) of these hours are in writing courses;

c. Teaching faculty shall be responsible for no more than seven (7) separate and
distinct preparations per year. A faculty member will not be assigned a fourth
   preparation in a semester when also assigned eighteen (18) credit hours without
   his/her consent;

d. Qualifications to teach outside the discipline must include six (6) college credit
   hours of the discipline to be taught. For purposes of implementation, this
   requirement will begin with the ratification of this contract for all newly-hired
   professional staff. For disciplines that do not require college credit hours,
   appropriate certification and/or credentials must be met.

5.7 Assignment to Another Campus.

a. Professional staff will not be assigned to a campus other than his/her base campus
   except as may be necessary (1) to constitute a full teaching load or non-teaching
professional work load or (2) to fill a vacancy on such other campus. In the making of such assignments, seniority, as defined in Article VIII hereof, shall apply provided there are other qualified professional staff available to perform the necessary duties. The opportunity to obtain such assignment shall be on the basis of overall seniority within the discipline or non-teaching professional function. The obligation to accept such assignment shall be on the basis of inverse seniority within the discipline or non-teaching professional function.

b. Professional staff members shall not be assigned to more than two (2) campus locations without their consent.

c. If a professional staff member is away from his/her base campus on College business and is required to spend the night away from home because of either weather and/or vehicular problems, the College shall reimburse said professional staff member for lodging and meals at reasonable rates. The College will also pay any towing expenses necessary that are not covered by insurance.

d. Any instructional assignment away from one’s base campus which ends at 8:00 p.m. or after will not be followed by an instructional assignment the next day before 10:00 a.m. Any instructional assignment on one’s base campus before 10:00 a.m. will not be followed by an instructional assignment the same day away from one’s base campus which ends after 5:00 p.m.

5.8 Individual Course and Schedule Assignments.

a. The College will make every reasonable effort to establish and disseminate a proposed master instructional schedule not later than April 30, for the fall semester,
and October 30, for the spring semester, setting forth all courses to be offered along with their meeting times and locations based on students' educational needs.

b. Within fourteen (14) days of the dissemination of the proposed master schedule as set forth in paragraph a, full-time faculty shall advise their immediate supervisor(s) of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester on forms provided for this purpose, a copy of which is attached as Schedule B. If the faculty member does not submit a preference form, the member waives his/her rights under Section 5.9 of this Article.

c. A faculty member may submit preference forms to more than one department. In that case, the faculty will advise each appropriate supervisor of multiple department preferences.

d. Subsequent to the receipt of course preference forms, if requested to do so in writing, the immediate supervisor(s) shall meet individually with those faculty to discuss their course and meeting time preferences. Following all such meetings, or the waiver thereof, the immediate supervisor(s) shall make recommendations, with the final decision made by the Vice President of Academic Affairs, on which courses and meeting times will be taught by the faculty of their departments. Such decisions shall be predicated first on program and/or degree requirements and then on each faculty member's appropriate instructional experience, prior evaluations, professional background, stated course preference(s), years of service in the department, and credentials in relation to departmental course offerings.

e. Faculty will be notified in writing of their course and meeting time assignments. It is understood that all courses are subject to minimum student enrollment and, in
such cases, it may be necessary for the College to readjust course and meeting time assignments for the faculty.

f. Faculty members are encouraged to submit suggestions for new course offerings and schedule alterations for inclusion in the master schedule. These suggestions will be directed to their immediate supervisor.

g. Part-time and adjunct faculty are not entitled to participate in the course preference process.

h. Disputes concerning course preference decisions shall not be arbitrable.

ARTICLE VI – SALARY AND FRINGE BENEFITS.

6.1 The salaries of professional staff covered by this Agreement shall be as set forth below.

a. Attached as Schedule C is the salary matrix for all full-time professional staff by rank and/or classification.

b. There will be no step movement for returning professional staff for the 2010-2011 and 2011-2012 Academic Years.

c. Effective September 1, 2012, each returning professional staff member will advance a whole step (down two cells within the same column) on Schedule C and will nominally be placed on Schedule C by rank and/or classification in the cell which advances each returning professional staff member one whole step.

d. Effective September 1, 2013, each returning professional staff member will advance a half step on Schedule C (down one cell within the same column) and will nominally be placed on Schedule C by rank and/or classification in the cell which advances each returning professional staff member one half step.
e. Effective September 1, 2014, each returning professional staff member will advance one additional whole step (down two cells within the same column) on Schedule C and will nominally be placed on Schedule C by rank and/or classification in the cell advances each returning professional staff member by whole one step.

f. If a successor agreement is not entered into by September 1, 2015, the professional staff members will not advance an additional step or half step on the salary matrix (Schedule C).

g. Professional staff members who are hired effective September 1, 2012 or thereafter will be placed on Schedule C at the appropriate step, rank and/or classification as determined by the College. The College will have flexibility in hiring rates to set initial rates within a matrix range.

h. Full-time Faculty Summer Session, Winterim and Overload Rates per credit/hour:

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<tr>
<th></th>
<th>Technical</th>
<th>Assistant</th>
<th>Associate</th>
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</thead>
<tbody>
<tr>
<td>Specialist</td>
<td>730</td>
<td>780</td>
<td>830</td>
</tr>
<tr>
<td>Instructor</td>
<td>780</td>
<td>830</td>
<td>910</td>
</tr>
<tr>
<td>Professor</td>
<td>830</td>
<td>910</td>
<td>940</td>
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Effective 9/1/12

i. Professional staff who work registration outside the academic year shall receive a per diem rate of $125.00 for four (4) hours or less and $250.00 for more than four (4) hours’ work. For other per diem work outside the academic year, the professional staff member will receive a per diem rate of pay equal to their annual salary divided by the number of days in their normal work year. In this instance, if
the professional staff member works four (4) hours or less, he/she will receive one-half the applicable per diem rate.

j. Compensation for coaching duties for full-time appointments shall be calculated as follows:

For faculty with academic appointments, one semester of coaching a sport will equal 5 contact hours and two semesters of coaching a sport will equal 10 contact hours.

For non-teaching professional appointments, one semester of coaching a sport will equal 1/6 of base salary and two semesters of coaching a sport will equal 1/3 of base salary.

Professional staff appointed to perform coaching duties outside or in addition to their full-time contractual obligations will be paid on an overload basis using the same workload/base salary conversion stated in this section.

k. Salary Upon Promotion. When a professional staff member is promoted, he/she moves horizontally across the Salary matrix attached as Schedule C and receives a salary increase equal to the difference between the salary steps at the old rank and the new rank. This promotional adjustment shall be in lieu of any other step movement for the year of promotion. For example, if the promotion is effective September 1, the member will receive the promotional adjustment but will not advance vertically on the salary matrix until the following September 1.

6.2 Health Insurance.

a. The College will pay toward the cost of the NYSHIP PPO Plan, a comparable or comparable self-funded health insurance plan including Major Medical for all
full-time professional staff. Professional staff may elect the existing health plan coverage or a mutually agreeable local HMO plan. If the HMO option is selected, the professional staff member must bear the increased cost, if any, of the coverage provided. Professional staff may select either individual or dependent health insurance coverage.

Effective as soon as practicable, the College will discontinue the PPO 812 Blue Shield Plan and replace it with the New York State Health Insurance Plan - Empire Plan.

b. Professional staff shall contribute twenty-five percent (25%) of the premium cost of the health insurance plan for the first year of their employment, twenty percent (20%) during the second year of employment, fifteen percent (15%) during the third year of employment, and ten percent (10%) during the fourth and all subsequent years of employment.

c. Professional staff who retire during the term of this Agreement, following retirement, shall have provided the then existing health insurance coverage of active professional staff coordinated, however, with Medicare, toward the premium cost of which the College shall contribute as follows:

<table>
<thead>
<tr>
<th>Professional Staff Service</th>
<th>College Contribution</th>
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<td>10 Years</td>
<td>25%</td>
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<tr>
<td>15 Years</td>
<td>50%</td>
</tr>
<tr>
<td>20 Years</td>
<td>75%</td>
</tr>
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</table>

d. There shall be provided a health and welfare program for which the College shall contribute the sum of $1125 per professional staff member per annum beginning
January 1, 2004. Payments shall be made on a quarterly basis. Said fund will be
administered by the Association and used to provide health and welfare benefits
to its members according to the terms of a Trust Agreement administered by the
Association. The Association will, upon request, provide a copy of the Trust
Agreement and an Annual Report to the College.

e. Each professional staff member (except professional staff whose spouses are also
eligible to participate hereunder) eligible to participate in the Health Insurance
Plan may elect to refuse participation in the Plan and provide for their own health
insurance. The College will place $30 in a trust account for each month that the
professional staff member is eligible but does not elect coverage under the Health
Insurance Plan. The professional staff member will receive the funds so
accumulated by December 15th of each year or upon termination. In the event that
professional staff opt to return to the Health Insurance Plan, they may do so in
accordance with the rules set forth by the carrier or administrator.

f. **Long-term Disability Insurance** - The College, in consultation with the
Association, will provide for the implementation of long-term disability
insurance, the cost of which is to be shared equally by the College and the
professional staff.

g. A Health Insurance Committee composed of three members selected by the
President of the NCCCAP and three members selected by the President of the
College will be formed. In addition, three members of the other bargaining unit
may be included if they so desire. The purpose of the Committee is to obtain data
pertaining to available health insurance plans to ascertain whether or not it would
be in the mutual interests of the parties to make other plans available or to replace existing plans that are available. The Committee will convene upon the request of any party and will meet thereafter as determined by the Committee except that the Committee shall meet at least once each semester.

6.3 **Early Retirement.** Professional staff at least fifty (50) years of age with ten (10) or more years of service, both as of the date of retirement may, at their option, elect to retire early upon the following terms and conditions:

a. Retirement shall be as of August 31;

b. Notice of retirement election must be in writing, signed by the retiring professional staff member and is irrevocable. Notice must be given a minimum of one (1) full contract year and a maximum of three (3) years prior to retirement (i.e., notice given prior to August 31 may be effective the next following August 31 or either of the two such dates next ensuing);

c. A professional staff member electing early retirement shall for each of the three (3) years following notice, receive the sum of three thousand dollars ($3000) for the first year, the sum of four thousand dollars ($4000) for the second year and the sum of five thousand dollars ($5,000) for the third year; above base salary, if continuing to be employed, as retirement incentive compensation or as retirement compensation if retired. When continuing to be employed said sum shall be paid in fractional sums equal to the number of the professional staff member’s annual pay periods; if paid after retirement, said sum shall be paid in one payment annually during the month of January;
d. The College will offer a $25,000.00 one-time retirement incentive to unit members with 15 or more years of service by the end of the fiscal year (August 31, 2007) who notify the College not later than February 15, 2007 of their retirement. Employees who opt for this option shall not be eligible for any other retirement incentive under the contract.

e. A retiring professional staff member’s health insurance shall be continued after retirement as set forth in Paragraph 6.2(c) hereof; however, it shall be discontinued if the retiring professional staff member obtains health insurance coverage by way of other employment or other reason.

6.4 Optional Contributory Term Life Insurance Plan.

a. Each full-time professional staff member may join a group life insurance plan in which he/she agrees to pay fifty percent (50%) of the premium on a $25,000 term life insurance policy. The College will pay the remaining fifty percent (50%).

b. Each full-time professional staff member may elect to obtain up to four (4) additional units of $25,000 each in life insurance coverage for a maximum combined coverage limit of $125,000. The professional staff member and the College will each pay fifty percent (50%) of the cost of the first $100,000 of coverage with the professional staff member paying one hundred percent (100%) of the cost of the premium for the coverage in excess of $100,000.

6.5 Insurance Coverage and Other Benefits for Professional Staff on Leave.

a. All full-time professional staff are to receive all insurance and retirement benefits during the entire twelve months of each year employed (whether it's a 9-month, a 10-month, or a 12-month appointment [must be at least a 9-month appointment]),
unless they resign, in which case the coverage will only be during the period of employment plus any grace period allowed for life and health insurance following the effective date of the resignation.

b. For professional staff members on voluntary leave without pay for a semester or more, insurance coverage will be continued during the entire period of such leave only if the professional staff reimburse the College for the entire costs of the premiums involved and not otherwise be covered beyond the normal grace period for insurance.

6.6 **Flexible Spending Accounts** - The College will make available a "Flexible Spending Accounts" plan as authorized by Section 125 of the Internal Revenue Code. The specific plan put in place will be based on mutual agreement between the parties with the understanding that no significant costs to the employer will result from its implementation.

**ARTICLE VII – APPOINTMENTS, EVALUATIONS, AND PROMOTIONS**

7.1 Appointment shall be made by the Board on recommendation of the President.

a. **Temporary Appointments**

1) Temporary appointments are made for professionals who fill positions where the person appointed is not expected to receive a continuing appointment. Such appointment(s) are for fixed terms not in excess of one (1) calendar year.

2) A full-time temporary appointment is defined as an appointment of a faculty member with an instructional assignment of more than eleven (11) semester
contact hours for the period of appointment, or a non-teaching professional working a normal workload for the period of appointment.

3) Professional staff holding full-time temporary appointments shall be entitled to all benefits made available to term appointments except as expressly modified by this agreement.

4) For professional staff, up to two years of time served under full-time temporary appointments may, at the discretion of the Board, be considered time under a term appointment in determining term/continuing appointment status.

5) Professional staff may not be employed under more than three (3) consecutive full-time temporary appointments.

b. Term Appointments.

1) Term appointments for newly appointed Directors and/or Academic Program Directors shall be two consecutive one-year term appointments followed by one three-year term appointment. Thereafter, the affected professional staff shall be on continuing appointment.

2) Full-time professional staff shall have renewable term appointments for up to five years after which they shall be on continuing appointment.

3) If the College determines that a term appointment is not to be renewed at the completion of the term, the College will notify that staff member in writing not later than March 1 prior to the expiration of the term.

4) Professional staff may not be dismissed within a term appointment or on continuing appointment except for just cause.
5) The decision not to grant an additional term or continuing appointment shall not be subject to arbitration.

7.2 Evaluations.

a. Procedures and Timelines. All evaluation procedures and minimum dates of completion shall be followed as outlined in this contract.

b. Each professional staff member shall submit their analysis of their annual professional growth plan to their Immediate Supervisor no later than April 15.

c. An evaluation report for each professional staff member shall be rendered by the Immediate Supervisor at least once each academic year on the appropriate form. The report shall assess the strengths and weaknesses of each professional staff member and support his/her analysis of their professional growth plan. The evaluation report shall be reduced to writing and a copy of such evaluation report shall be given to each professional staff member no later than May 15.

d. Each professional staff member shall have the opportunity for a conference with the appropriate Immediate Supervisor to discuss the evaluation report. Professional staff may respond in writing to his/her evaluation report and such comments shall become part of the evaluation report. All professional staff will have up to ten (10) working days after receiving their evaluation report to make a written response to the evaluation report to the appropriate Immediate Supervisor.

e. Classroom Observations.

1) Peer Observer Pool. Faculty who wish to volunteer in conducting classroom observations for the academic year, and in turn wish to be considered a member of the Peer Observer Pool, shall submit their intent
to the Vice President of Academic Affairs no later than five (5) working
days after the commencement of the fall semester. Upon review of the
candidates, the Vice President of Academic Affairs shall notify faculty of
the members of the Peer Observer Pool no later than September 15.

2) **Scheduling.** Faculty shall have the opportunity to be observed in the
classroom at least once each academic year. Faculty being observed must
coordinate with at least one member of the Peer Observer Pool for
scheduling of the subsequent classroom observation(s). Continuing
appointment faculty who choose not to be observed must provide the
required written waiver to the Vice President of Academic Affairs.

3) **Processes.** Classroom observations will be conducted and recorded on the
appropriate form. Upon the conclusion of a faculty member’s classroom
observation, the peer observer shall prepare the observation summary and
meet with the observed faculty member to discuss the summary; not more
than ten (10) working days after the observation is completed. Faculty
may respond in writing to their observation summary and such comments
shall become part of the summary. Faculty shall then submit their
classroom observation summary(ies) to the Vice President of Academic
Affairs for incorporation into their evaluation report.

f. **Student Evaluations.**

1) Student evaluations will be conducted in the classroom and recorded on
the appropriate form and/or by computer-aided collection methods prior to
the conclusion of the fall and spring semesters. Any changes to the
processes or documents currently in use will be discussed and agreed upon by the College and the Association prior to implementation.

2) Professional staff shall receive summaries of all student evaluations, out of classroom surveys, and other assessments that may be completed. These summaries will be received no later than ten (10) working days after the conclusion of any given semester.

7.3 Promotion in Rank.

a. Professional staff seeking promotion shall first be evaluated by the Promotions Committee. Completed evaluations shall then be provided to the President.

b. Promotion of professional staff shall then be granted upon the recommendation of the President and approval of the Board.

c. Promotion may be granted in recognition of the demonstrated excellence of a professional staff member in meeting the responsibilities assigned him/her and in implementing the objectives of the College.

d. Expectations of Rank. The following are general descriptions of what is expected from professional staff at different ranks. In order to be promoted to one of these ranks, professional staff must demonstrate how they meet or exceed the requirements of that rank.

   i. Instructor/A5

1. Professional staff at this rank must demonstrate ability/potential to achieve a high level of job effectiveness. They must be involved in other areas of the college as well as demonstrate their support of the mission of the college.
ii. Assistant Professor/A4

1. Professional staff at this rank must demonstrate a high level of job effectiveness as well as consistent and growing involvement and engagement in the college community. This can be in the form of committee work or other college-wide activities. In all professional work, they support the mission of the college.

iii. Associate Professor/A3

1. In addition to meeting the expectations for the previous rank and continuing to improve their job effectiveness, professional staff at this rank must take on and fulfill leadership roles within the college community. In all professional work, they advance the mission of the college.

iv. Professor/A2

1. In addition to meeting the expectations for the previous rank, professional staff at this rank must distinguish themselves professionally among peers within the college community and the State University of New York (SUNY) and beyond. They must serve as mentors and role models for their junior colleagues. They must promote, enrich, and embody the college’s mission in all activities, representing the college with honor.

e. **Promotions Committee.** The Promotions Committee shall be composed of three (3) faculty members and three (3) NTP members selected by the Association in consultation with the College President. Each member will serve a staggered two
(2) year term. The Vice Presidents may serve in an advisory role throughout the promotion review process.

f. Procedures and Timelines. All promotion procedures and minimum dates of completion shall be followed as outlined in this contract.

g. Eligibility. To be eligible for promotion, professional staff should meet the minimum requirements as set forth below. These minimum requirements do not in and of themselves define all the criteria on which an individual shall be judged for promotion.

The numbers below refer to a minimum of full-time College professional experience to include three years of said experience with at least one year in a term appointment.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Doctorate</th>
<th>Univ. Certificate</th>
<th>Master’s</th>
<th>Bachelor’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor</td>
<td>6 years</td>
<td>7 years</td>
<td>9 years</td>
<td>NA</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>4 years</td>
<td>5 years</td>
<td>6 years</td>
<td>NA</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>3 years</td>
<td>4 years</td>
<td>4 years</td>
<td>NA</td>
</tr>
<tr>
<td>Instructor</td>
<td>NA*</td>
<td>3 years</td>
<td>3 years</td>
<td>3 years</td>
</tr>
<tr>
<td>Technical Specialist</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>3 years</td>
</tr>
</tbody>
</table>

*Not applicable
h. Documentation. Eligible professional staff seeking promotion shall submit a promotional packet that includes all documentation as required in the promotion process to the College President’s office.

i. Appeals. In instances where a professional staff member applies for promotion and is not promoted in rank, the professional staff member may respond, in writing, to the College President or his/her designee with a letter of appeal. Such letters must be submitted no later than ten (10) working days after receiving notice of denial in promotion. If it is determined by the College President at any point in the appeal process that there is sufficient reason for denial in promotion, a written response must be provided to the professional staff member stipulating the reason(s) for the denial in promotion. Otherwise, the College President shall notify the professional staff member of the reversal in decision.

ARTICLE VIII – RETRENCHMENT/TERMINATION

8.1 Retrenchment/Reduction of Staff.

a. Upon determination by the College of the need to retrench program(s), positions or reduce staff, and at least three (3) weeks prior to implementation of a decision, a committee will meet with the President of the College to:

1) Identify, with documentation, and discuss the need to retrench program(s), position(s), or reduce staff;

2) Discuss the effect upon the College;

3) Discuss alternatives to retrenchment of program(s), position(s), or reduction of staff.

b. The committee will consist of six (6) members as follows:
1) Three (3) members appointed by the President of the College;
2) Three (3) members appointed by the President of NCCCAP;
3) Potential committee members shall be identified by October 1.

8.2

a. **Order of layoff.** Affected full-time professional staff within a given discipline or non-teaching area as described below shall be laid off in the inverse order of their accrued seniority in the discipline, administrative or non-teaching area. Consistent with the foregoing, the order of layoff shall be:

<table>
<thead>
<tr>
<th>Faculty</th>
<th>NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Adjunct Appointments</td>
<td>Part-time Appointments</td>
</tr>
<tr>
<td>2) Temporary Appointments</td>
<td>Temporary Appointments</td>
</tr>
<tr>
<td>3) Term Appointments</td>
<td>Term Appointments</td>
</tr>
<tr>
<td>4) Continuing Appointments</td>
<td>Continuing Appointments</td>
</tr>
<tr>
<td>5) Part-time/adjunct faculty;</td>
<td></td>
</tr>
<tr>
<td>6) Temporary status professional staff;</td>
<td></td>
</tr>
<tr>
<td>7) Term appointments;</td>
<td></td>
</tr>
<tr>
<td>8) Continuing status professional staff.</td>
<td></td>
</tr>
</tbody>
</table>

b. **Seniority.**

1) Each professional staff member will begin accruing seniority in the discipline, or non-teaching area in which the initial or first appointment at North Country Community College was made. This shall be determined by the earliest date letter of appointment in each professional staff member’s personnel file. Seniority shall be accrue in that discipline or
non-teaching area for each year the professional staff member continues to teach in the same discipline or perform work in the same non-teaching area except that for faculty, the faculty member must teach fifteen (15) or more hours per academic year in that discipline to accrue one (1) year of seniority.

2) For a faculty member who is assigned to an administrative area, his/her seniority will continue in his/her most recent discipline area so long as he/she continues to teach in the discipline. If said faculty member ceases to teach in his/her discipline due to the work load in the administrative area, then said faculty member shall accrue seniority in the title of the administrative position assigned; however, that person shall not lose seniority accrued in the discipline taught. For a non-teaching professional or faculty member working in an administrative title, the professional staff member must work at least 50% of his/her work year in that title to accrue seniority.

c. **Release Time.** Professional staff who are given approved release time for work inside or outside of their discipline or non-teaching area shall continue to accrue seniority in the original area in which they were hired.

d. In those instances where a member of the faculty teaches in more than one (1) discipline, accrual of seniority in the additional discipline will be one (1) year for every fifteen (15) credit hours taught in said discipline. The hours referred to herein may be accrued from year to year to obtain the fifteen (15) credit hours required for a year of seniority.
1) If a professional staff member changes from his/her initial discipline, or non-teaching area, seniority will continue to accrue in the original discipline or non-teaching area until such time his/her accrued seniority in the changed position equates to or exceeds the actual accrued time in the original discipline, or non-teaching area at the time of the change. The professional staff member will no longer continue to accrue seniority in the original discipline or non-teaching area; however, the seniority accrued in the original discipline or title will be maintained.

2) Professional staff members who perform coaching duties as part of their full-time load will, for the purposes of this article, have their coaching duties counted as part of their assignment to their primary discipline, or non-teaching area.

3) Disciplines and Non-teaching Areas in Which Seniority is Determined.

The disciplines within which retrenchment and seniority will be determined are as follows:

<table>
<thead>
<tr>
<th>Disciplines</th>
<th>Teaching Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Art</td>
<td>Art</td>
</tr>
<tr>
<td>2. Business</td>
<td>Business, Computer Information Science, Economics, Office Technology</td>
</tr>
<tr>
<td>3. Criminal Justice</td>
<td>Criminal Justice</td>
</tr>
<tr>
<td>4. Health &amp; Physical Education/Recreation</td>
<td>Health &amp; Physical Education, Massage Therapy, Wilderness Recreation; Sports and Events Management</td>
</tr>
<tr>
<td>5. Human Services</td>
<td>Community Residence Aide,</td>
</tr>
<tr>
<td></td>
<td>Human Service</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>6. Humanities</td>
<td>Drama, English, French, Humanities, Music, Philosophy, Spanish</td>
</tr>
<tr>
<td>7. Life Sciences</td>
<td>Biology, Chemistry, Earth Science</td>
</tr>
<tr>
<td>8. Mathematics/Physics</td>
<td>Mathematics, Physics</td>
</tr>
<tr>
<td>9. Nursing</td>
<td>Nursing</td>
</tr>
<tr>
<td>10. Radiologic Technology</td>
<td>Radiologic Technology</td>
</tr>
<tr>
<td>11. Social Sciences</td>
<td>Anthropology, Education, History, Political Science, Psychology, Sociology</td>
</tr>
</tbody>
</table>

The following NTP titles and derivatives, such as Senior, Assistant and/or Associate, shall be the areas where seniority may be accrued:

**Titles**

1. Counselor
2. Director of Athletics
3. Physical Education Facility Supervisor
4. Director of Financial Aid
5. Enrollment and Financial Aid Counselor
6. Learning Assistance Center Coordinator
7. Librarian
8. Library Director
9. Director of Campus and Student Life
10. Campus and Student Life Coordinator
11. Academic Coordinators
4) The same committee as described in 8.1 will investigate discrepancies on matters regarding seniority.

e. Layoff of professional staff with term appointments and continuing status appointments in the discipline or non-teaching area will be made in inverse order of seniority; provided the professional staff member has the qualifications to teach the courses or perform the duties remaining and required.

f. Qualifications. For the purpose of this article, a professional staff member will be considered qualified to teach a course or perform other required duties if the member has taught the course or performed the duties within five (5) years of the date of layoff, was qualified at that time, and received satisfactory evaluations, or if the professional staff member possesses the qualifications for the course or work as set forth in the most recent job announcement.

g. Timelines. Notice of layoff(s) for either term or continuing professional staff shall be given on or before the beginning of the semester, but not less than six (6) months prior to the effective date of retrenchment.

h. Displacement Rights. In the event that a full-time professional staff member's position is eliminated through layoff in that professional staff member's discipline, administrative area or title, the member shall be given priority consideration for adjunct assignments and then existing vacant positions in other disciplines or non-teaching areas, provided the professional staff member is qualified and shall have the right to displace the least senior person in any discipline, or non-teaching area for which the professional staff member is
qualified and has greater accrued seniority. A professional staff person may waive this right at his/her option.

i. Rights of Retrenched Professional Staff. Professional staff retrenched under these provisions shall be considered on an "Involuntary Leave Without Pay" for a period of two (2) calendar years beyond the effective date of retrenchment. Such professional staff shall retain the following rights:

1) The laid-off professional staff member shall have all rights as if on voluntary leave without pay.

2) The College will support one hundred percent (100%) of retraining tuition costs less fees for each of two (2) years while on "Involuntary Leave Without Pay" status if the retraining occurs at North Country Community College. If retraining occurs at a different institution, the College will support fifty percent (50%) of the retraining tuition costs up to a maximum of $1,000 for each of two (2) years while on "Involuntary Leave Without Pay" status.

3) Professional staff on continuing status who are laid-off shall, for the period of two (2) years, have a right to be recalled to a position in a discipline for which the professional staff member has seniority rights. Recall shall be in inverse order of layoff. Notice of recall shall be in writing, forwarded by Registered or Certified Mail, addressed to the last address filed in the Office of the President of the College by the laid-off professional staff member. If the professional staff member fails to respond in writing within three (3) weeks of receipt of notice of recall
indicating acceptance thereof (or within four (4) weeks of mailing thereof) the professional staff member shall be deemed to have refused recall and the College shall have no further obligation to him/her. Upon recall from layoff a professional staff member will have restored all rights and status held prior to layoff.

4) No new appointment shall be made within the discipline while there are available professional staff on "Involuntary Leave Without Pay" who have seniority rights in that discipline.

j. The determination by the College of the need to reduce staff shall not be grievable or arbitrable hereunder.

8.3 Termination for Incapacity. The Board, upon recommendation of the President and upon written medical advice, including, if requested by the professional staff member, medical reports from the professional staff member’s doctor(s), may place a unit member on an unpaid leave status at any time during the school year for mental or physical incapacity which prevents such person from adequately performing his/her duties. Said leave may continue for up to twelve (12) months following such action at which time the Board, upon recommendation of the President and upon appropriate written medical advice, may either terminate or extend said unpaid leave status.

a. The professional staff member may, at his/her option, utilize accumulated sick leave credit and apply for additional paid leave time under provisions of the sick leave bank as provided for in this contract.

b. Such professional staff member at his/her request, in writing, made within thirty (30) working days of Trustee action, shall have the right to a hearing before the
Trustees or a committee thereof. Said hearing will occur within twenty (20) working days of request and shall follow Article X, Section 10.3 (Procedures).

ARTICLE IX – LEAVES OF ABSENCE

9.1 Sick Leave.

   a. All full-time nine-month professional staff are entitled to twenty-four (24) sick days per year. All full-time, twelve-month professional staff are entitled to thirty (30) sick days per year. This sick leave shall be cumulative to 180 days. All professional staff employed during summer session are entitled to sick leave benefits for the duration of their summer contract at the rate of two-and-one-half (2 ½) days per month. Effective 9/1/2012 the rate of accrual of sick leave benefits for professional staff shall be two days per month of work. These sick leave benefits are cumulative for full-time staff.

   b. Payment for Accumulated Sick Leave - A professional staff member, with ten (10) or more years of service in the bargaining unit at the College, shall, upon retirement, be granted thirty dollars ($30) per day payment for all accumulated sick leave cumulative to a maximum of one hundred eighty (180) days. The maximum benefit under this paragraph for accumulated sick leave will be no more than $5,400.

9.2 Sick Leave Bank. Each full-time professional staff member shall contribute five (5) days from his/her sick leave accumulation reserve for each of the first five (5) years of his/her employment. Contributed days will be placed in a "Sick Leave Bank" established to aid full-time professional staff who suffer prolonged illness and whose sick leave accumulation has been exhausted.
9.3 A full-time professional staff member with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.

9.4 A full-time professional staff member with more than three (3) years of service at the College may be permitted, on written application and adequate justification to draw up to one hundred and twenty (120) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.

9.5 A committee composed of three (3) members shall be responsible for the administration of the Sick Leave Bank. Two (2) members will be appointed by the President of NCCCAP and one (1) member will be appointed by the President of the College.

9.6 **Family Emergency Leave.** On the approval of the appropriate Area Supervisor, a full-time professional staff member may be given leave, up to five (5) working days, for serious illness or death in his/her immediate family, without loss of pay, which leave shall be deducted from available current sick leave. The President of the College may grant special or additional paid family emergency leave under unusual circumstances which, in his/her judgment, justifies such an exception.

9.7 **Personal Leave.** On the approval of the appropriate Area Supervisor and notice of such request given to the professional staff member’s immediate supervisor, the professional staff member has up to three (3) days personal leave without loss of pay, which leave shall be deducted from available current sick leave. Said personal leave shall be, when possible, applied for at least twenty-four (24) hours in advance of departure. Approval will not be unreasonably withheld.
9.8 Voluntary Leave Without Pay. After one (1) year of continuous service and upon the recommendation of the President and approval of the Board, full-time professional staff may be granted a leave of absence without pay for any period of up to two (2) years.

9.9 Professional Improvement Leave.

a. Only professional staff having continuing appointments are eligible for professional leave.

b. Only those who demonstrate a desire for excellence and propose a legitimate plan will be considered.

c. A "legitimate plan" will be construed to be that which is based upon a clear and direct rationale for the enrichment of the NCCC community and the individual.

d. Personal benefits resulting from professional leave should be paralleled by the benefits to be received by the NCCC community.

e. The College Professional Improvement Leave (PIL) Committee, composed of three (3) members elected by the Association and three (3) members appointed by the President, will function as the screening agent. This Committee's recommendations will be forwarded to the Board by the President with his/her recommendations for final decision.

f. Written application for professional leave shall be addressed directly to the College PIL Committee with a copy to the immediate supervisor which in turn shall solicit the opinions and recommendations of the appropriate Area Supervisor.

g. Each candidate must submit his/her proposal no later than November 1 of the year prior to that for which he/she is requesting professional leave.
h. The College PIL Committee will forward its recommendations to the President of the College no later than March 1 of the year prior to that for which the professional leave is requested.

i. The President will forward the College PIL recommendations to the Board together with his/her recommendations at the March Board meeting. Candidates will be advised of the Board's action no later than May 31.

j. A professional leave proposal may not exceed a full academic year and such leave will carry a stipend appropriate to the time period of the leave; i.e., for each month of approved leave, 2/3 of that month's salary plus full benefits. An approved leave may be granted for any period for one (1) month through nine (9) months, depending on the number of leaves requested and granted and upon the available funds that year.

k. A successful candidate for professional improvement leave must contract to return to NCCC for at least one (1) year. If he/she fails to return, the stipend will be considered to be a loan which shall be reimbursed to NCCC on the basis of a loan repayment schedule to include interest at the prime rate as published in the Wall Street Journal on the date of notification of non-return.

l. There is to be no increase in remuneration for the year while on professional improvement leave. Salary for PIL year will be based on previous year's salary. Interim increases, if any, will accrue upon return.

m. The amount expended on PIL's shall not exceed two and one-half (2 ½) percent of the total full-time bargaining unit salaries exclusive of overloads and summer stipends.
n. If the recommendation of the PIL Committee is positive and the President of the College or the Board rejects such recommendation, upon written request, the President will provide the rejected applicant with written reasons for said rejection.

9.10 Disability Leave.

a. Disabilities for all job-related purposes shall be treated the same except as stated herein.

b. Beginning with the date a physician certifies that a professional staff member can no longer work, a maximum period of eight (8) weeks can be charged against the sick leave time accumulated by the professional staff member. Extension beyond the eight (8) weeks requires a physician's certification of disability.

c. Where disability of a teaching faculty member disrupts the instructional calendar, that part of the semester not included in the disability will be considered leave without pay with no loss of benefits for the professional staff member during that semester.

d. In order to minimize disruption of instruction, teaching responsibilities may, by mutual agreement, be relieved or reassigned for all or a portion of that semester.

ARTICLE X – MISCELLANEOUS PROVISIONS

10.1 The College shall be responsible for preparing the final copy of the Agreement. The College shall make available one (1) copy of the Agreement to each member of the bargaining unit and provide three (3) copies to the Association.

10.2 The President of the Association will be provided with one (1) copy of approved minutes of official Board meetings as soon as possible after such meetings.
10.3 Labor management meetings shall be held at the request of either the President of NCCCAP or the President of the College at a mutually agreed time and location; each party may choose two (2) representatives unless otherwise mutually agreed.

10.4 Travel for College Business.
   a. Professional staff shall complete and submit a travel expense form indicating mileage and note thereon any vehicle malfunction on each instance of use of a College.
   b. Professional staff shall be permitted to use their personal vehicles for College use and shall be reimbursed at the current IRS established mileage rate.

10.5 Professional staff shall be provided the opportunity for direct deposit of payroll checks to the bank of their choice.

10.6 Academic Regalia. The College shall provide academic attire for full-time professional staff for required functions in accordance with protocol.

10.7 Outside Employment. A professional staff member may have outside employment as long as it does not impair his/her effectiveness as a professional staff member as determined by the appropriate Area Supervisor.

10.8 Negotiation Procedures. The 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 stated or otherwise provided in this Agreement.
   a. In the event that either party wishes to enter into negotiations for a successor agreement, that party shall notify the other party no later than December 1 prior to the expiration of the Agreement.
b. The College and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As soon as available, the College will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The College President will also make available to the Association, for inspection, all pertinent records, data, and information of the College.

10.9 At such time as the need arises to select a President of the College, the President of the Association and three (3) other bargaining unit representatives, as selected by the membership of the Association, will become members of the search committee.

10.10 Tuition Waivers.

a. The College shall allow full-time and retired professional staff members, their spouses and domestic partners, children and grandchildren free tuition or equivalent for not more than a total of thirty (30) credit hours or non-credit hour equivalents each year on a space available basis. Any and all courses must be taken at times that do not conflict with the professional staff member’s responsibilities.

b. For purposes of this section, non-credit hour equivalents are defined as follows:

   1 credit hour = 15 contact hours

   2 credit hours = 30 contact hours

   3 credit hours = 45 contact hours

c. Any individual non-credit course which is fifteen (15) contact hours or less will be equivalent to one (1) credit hour. Any non-credit course consisting of between sixteen (16) and thirty (30) contact hours will be equivalent to two (2) credit
hours. Any non-credit course consisting of between thirty-one (31) and forty-five (45) contact hours will be equivalent to three (3) credit hours.

10.11 Personnel Files. The College shall maintain only one (1) personnel file for each professional staff member. Upon reasonable notice to the Human Resources Department, professional staff shall have the right to review the contents of their personnel file during College working hours. Professional staff have the right and shall be permitted to review the entire contents of the personnel file except for confidential pre-employment recommendations. Professional staff shall have the right to place a reply of reasonable length to any material or correspondence in their file and shall have the right to have an Association representative present during such review. Upon written request, professional staff will be given copies of all material in the personnel file except pre-employment information and non-evaluative documents.

10.12 Academic Freedom.

a. The College agrees to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, faculty members may without limitation, discuss their own subject in the classroom; they may not, however, claim as their right the privilege of discussing in their classroom controversial matter which has no relation to their subject.

b. The principle of academic freedom shall be accompanied by a corresponding principle of responsibility.

c. In their role as citizens, professional staff have the same freedoms as other citizens. However, in their extramural utterances, professional staff have an obligation to indicate that they are not institutional spokespersons.
10.14 Ongoing Labor Management Committee

The Parties will convene a joint committee to review and study alternative health insurance options and other cost saving initiatives.

The Parties shall also convene a joint committee to review and study student retention strategies and programs.

10.15 Copyrights, Patents, Intellectual Property and Privacy Rights

Upon written notice from the Association, a Labor-Management Task Force shall study and issue a report recommending policies regarding copyrights, intellectual property and privacy rights by September 1, 2013.

ARTICLE XI – GRIEVANCE PROCEDURE

11.1 Declaration of Purpose.

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of professional staff through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and are afforded adequate opportunity to dispose of their differences without the necessity of administrative agencies and/or the courts.

11.2 Definitions.

a. A grievance is a claim by the Association or a professional staff member or group of professional staff in the negotiation unit based upon a claimed violation, misinterpretation, misapplication or inequitable application of any clause of this contract.

b. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
c. The term Supervisor shall mean the appropriate Area Supervisor or other administrative officer to whom the aggrieved party reports in a direct line of supervision.

d. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

11.3 Procedures.

a. All grievances shall include the name(s) and position(s) of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

b. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the professional staff member and the Association.

c. The preparation and processing of grievances, insofar as practicable, shall be conducted during non-employment hours and during the work year of the parties. If scheduled during working hours, professional staff shall be excused from duty without loss of pay. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

d. The College agrees to facilitate any investigation which may be required and make available any and all material and relevant documents, communications and records concerning the alleged grievance.
e. An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

f. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party hereto against the aggrieved party, any party-in-interest, any representative, any member of the Professional Practices Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

g. Forms for filing grievances shall be as annexed hereto designated Schedule “D”.

h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants. All such documents, communications, and records shall be disposed of after three (3) years from the date of the investigation of the grievance.

i. Nothing contained herein will be construed as limiting the right of a professional staff member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association. While such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.
j. Every professional staff member who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that said representative cannot be a representative from a rival union. If the Association is not chosen as the representative of the aggrieved party, it shall have the right to copies of all materials and decisions; and providing further, that Stage 3 of the grievance procedure shall be available only to the Association and those aggrieved parties represented by it.

k. Any grievance affecting a class of professional staff may, at the option of the Association, be instituted at Stage 2.

11.4 Time Limits.

a. For the purposes of measuring calculated days within specified time limits for grievance proceedings, periods of time outside the aggrieved party’s contract year shall not count towards any time limits listed hereunder. Furthermore, the time limits specified for either party may be extended only by mutual agreement.

b. No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within twenty-one (21) days after the faculty, NTP, or administrative member knew or should have known of the act or condition on which the grievance is based. Professional staff members who not file within the twenty-one (21) days, as noted above, shall be deemed to have abandoned such grievance.

c. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
d. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, its representative(s) and the Association within the specified time limit shall permit, but not require, the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

e. If it appears that a grievance might extend beyond the end of the academic year of the aggrieved party, the processing of the grievance will be expedited so the grievance procedure will be exhausted prior to the end of the work year of the aggrieved party or at the option of the aggrieved party may be suspended and reopened on the first day the aggrieved party actively returns to service.

f. A grievance that arises outside the academic year will be deemed timely if it is filed on or before September 15.

11.5 Stages.

a. Supervisor (Stage 1).

i. An aggrieved party will discuss the grievance with the appropriate Area Supervisor, either personally and/or by its representative(s), with the objective of resolving the matter informally. If the grievance cannot be resolved informally, it shall be reduced to writing and presented to the Area Supervisor. If the aggrieved party submits the grievance through its representative(s), the aggrieved party may be present during the discussion of the grievance. If the grievance concerns a decision made by the aggrieved party’s Area Supervisor, the College will designate a different person to serve as the Stage 1 decision maker.
ii. Within seven (7) days after the written grievance is received by the Area Supervisor, the supervisor shall render a decision, in writing, and present it to the aggrieved party, its representative(s) and the Association.

iii. At the point a grievance is initially filed, and contingent upon mutual agreement of the parties, a ten (10) day cooling off period shall take effect staying the written response referenced in ii above.

b. **President (Stage 2).**

i. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under the grievance procedure, the aggrieved party shall, within seven (7) days, present the grievance to the President.

ii. Within seven (7) days after receipt of the appeal, the President, or his/her duly authorized representative, shall, upon request hold a hearing with the aggrieved party and its representative(s).

iii. The President shall render a decision in writing to the aggrieved party, the Professional Practices Committee and its representative(s) within fourteen (14) days after the conclusion of the hearing.

c. **Arbitration (Stage 3).**

i. If the aggrieved party and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the College, the Association may submit the grievance to arbitration by written notice to
the President of the College within fourteen (14) days of the decision at Stage 2.

ii. Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

    Ira Lobel
    Gordon Mayo
    Louis Patack

iii. When a demand for arbitration has been filed with the President of the College, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If that arbitrator is unable to schedule a date for hearing within sixty (60) calendar days of his or her appointment, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing date within sixty (60) calendar days of his or her appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

iv. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
v. The arbitrator shall have no power or authority to make a decision which
requires the commission of an act prohibited by law or which violates the
terms of this Agreement.

vi. The decision of the arbitrator shall be final and binding on the parties
hereto.

vii. The costs for the service of the arbitrator, including expenses, if any, will
be borne equally by the College and the Association.

11.6 Grievance Procedure for Dismissal.

a. A professional staff member alleging that his/her dismissal involves any claimed
violation of this Agreement shall have the right to appeal such dismissal pursuant
to this grievance procedure commencing at Stage 2.

b. In the processing of grievances for dismissal, the burden of proof shall be upon
the Administration to show adequate cause for its action.

c. Upon the filing of a grievance for dismissal, and at least seven (7) days before the
hearing at Stage 2, the College shall present reasonably detailed and formally
written charges to the aggrieved party.
ARTICLE XII – DURATION OF AGREEMENT

This contract shall be effective as of September 1, 2010 and shall continue in effect through August 31, 2015.

Chairperson, Board of Legislators, Franklin County
Dated: 7/18/13

Chairperson, Board of Supervisors, Essex County
Dated: 7/15/13

President, North Country Community College
Dated: 5-11-13

Chairperson, Board of Trustees
North Country Community College
Dated: 7/2/13

President, North Country Community College
Association of Professionals
Dated: 7/17/13
SCHEDULE A

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name, First, Middle Initial ____________________________ Division ____________________________

Address _______________________________________________________

TO: President, North Country Community College

Pursuant to Chapter 392, Laws of 1967, I hereby designate the North Country Community College Association of Professionals as my representative for the purpose of collective negotiations, and hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by the Association. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with the authorization and relieve the Board and all their officers from any liability therefor. This authorization shall be continuous while employed in this College or withdrawn by written notice.

NCCCAP Employee Signature ____________________________ Date ____________________________

cc: Vice President of Fiscal Operations
SCHEDULE B
NORTH COUNTRY COMMUNITY COLLEGE

20____ Semester Course Preference Form

This form is to be completed by full-time faculty member and returned to the immediate supervisor.

PART I – COURSE PREFERENCE(S) (Check here if submitting to more than one department □)

A. Listed below are the course(s) that I prefer to teach during the _____ semester; by check

☑ I have noted the course or courses I would like to teach on a voluntary overload basis if
such assignments are available.

<table>
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<th>Section Number</th>
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B. Meeting with immediate supervisor (check one)

☐ I wish to have a meeting with my immediate supervisor to discuss my (Spring, Fall) semester course preference(s).

☐ I do not wish to meet with my immediate supervisor to discuss my (Spring, Fall) semester course preference(s).

PART II – COURSE SCHEDULE PREFERENCE

My preference(s) and the reasons therefor in regard to the meeting days and/or times for the courses
to which I will be assigned during the _____ semester are as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I acknowledge that the College reserves the right to make the final decision with regard to meeting
times and courses taught consistent with the agreement.

_________________________  __________________________
Date                        Full-time Faculty Member
# SCHEDULE C

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS

Salary Schedule

2010 to 2014-15

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**Compensation Administration**

**Salary - Annual**

2012-13 - One step increase equals down two cells in same column
2013-14 - One half step increase equals one cell down in same column
2014-15 - One step increase equals down two cells in same column

**Promotional Increase**

Technical Specialist to Instructor moves one column to the right ($1950)
All other titles move one column to the right ($3900)
SCHEDULE D

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS
SARANAC LAKE, NEW YORK 12983
STATEMENT OF GRIEVANCE

Grievance No: ____________

Date: ____________

Stage: ____________

Aggrieved Party: _______________________________________________

Position: _______________________________________________________

Nature of Grievance: _____________________________________________

_________________________________________________________________

_________________________________________________________________

Redress Sought: _________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Grievant

Chair, Grievance Committee

(3 copies) (Retain one copy)

cc: President of the Association
    President of the College