

**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF ULSTER,**

**ULSTER COUNTY COMMUNITY COLLEGE**

**AND**

**ORGANIZATION OF PROFESSIONAL**

**ADMINISTRATIVE PERSONNEL OF**

**ULSTER COUNTY COMMUNITY COLLEGE**

**FOR THE PERIOD**

**SEPTEMBER 1, 2020**

**THROUGH**

**AUGUST 31, 2022**

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**AGREEMENT, by and between COUNTY OF ULSTER, hereinafter referred to as the "County", the ULSTER COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "College"**

**And**

**ORGANIZATION OF PROFESSIONAL ADMINISTRATIVE PERSONNEL OF ULSTER COUNTY COMMUNITY COLLEGE (hereinafter referred to as "OPAP.")**

ARTICLE I - Recognition

1. Unit Inclusions/Exclusions. The County agrees that OPAP shall be the sole and exclusive representative of a Unit consisting of all full-time and part-time professional administrative personnel working a regular schedule of at least 10 (ten) hours per week for more than three months, with the exception of the President, the Vice President, Deans, Associate Dean of Academic Affairs, the Assistant to the President and Secretary to the Board of Trustees, the Assistant to the Dean of Administration, the College Attorney, Coordinator of Personnel Services, Administrative Assistant, and Benefits Administrator.
2. Membership Dues. Subject, however, to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions and to remit such deductions to OPAP monthly.
3. Representation. The County agrees that OPAP shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208, of the Civil Service Law, subject, however, to all other provisions of said Article.
4. Non-Strike Clause. OPAP hereby affirms that it does not assert the right to strike or conduct work interruptions or decelerate or to assist or to participate in any strike work interruptions, or decelerate, or to impose an obligation to conduct, assist, or participate in a strike, work interruption, or deceleration upon its officers and/or members.

ARTICLE II - Salaries and Workload

1. Salaries. Salaries and other matters of economic consideration effective during the term of this agreement shall be as set forth in Schedule A annexed.

2. Job Description. Job descriptions will not be changed during a work year without the mutual agreement of the administration and the individual affected. Changes in job descriptions planned for any ensuing year shall be at the discretion of the President and will be included in a letter to the affected individual not later than April 15, or upon thirty days written notice within the academic year.
3. Workload. The normal work period for OPAP members shall be seventy (70) hours (eighty (80) hours in the case of Campus Peace Officers see Section 7) over a fourteen-day (14) period. The normal work day shall be seven (7) hours and shall normally be discharged within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Additionally, OPAP members shall be available as required by the Board of Trustees of the College. Work schedules for each OPAP member will be established by the President or designee. All OPAP members will be notified at least twenty (20) working days in advance of any permanent change in their work schedule.

In the event that an OPAP unit member feels that the member's work load is excessive or that the changed work schedule is unacceptable, the member shall have the right to appeal to the President of the College; and, if no resolution is reached, a final appeal may be made to the Personnel Committee of the Board of Trustees.

4. Flex Time. Members will have some discretion over work hours and times within the normal work day. In recognition of the fluctuating workloads of the professional members, the member may, with supervisor concurrence, adjust schedules to accommodate fluctuations in the amount of time required to complete the workload and to minimize and balance out the amount of time spent outside the normal workday.

Flextime is an arrangement, subject to written supervisory approval, that allows an employee to alter the starting and/or end time of her/his workday. Employees still work the same number of scheduled hours as they would under a traditional schedule over the course of the pay period, however, the employee is provided flexibility within the pay period to meet such work load.

5. Out of Title Assignments. Any OPAP member assigned temporarily to perform duties of a higher level for over 30 days will be compensated at a higher rate of pay, mutually agreed upon by the President and the OPAP member involved with written notice to the member and to OPAP. This notice shall contain the duration and the compensation agreed upon.
6. Academic Rank. OPAP unit members will continue to hold at least the same academic rank which they held as of August 31, 2020. A committee designated by OPAP may annually recommend the promotion of unit members to higher academic rank (instructor, assistant professor, associate professor, and professor). Such recommendations shall be based on a criteria and standardized rubric to be established by a committee of OPAP members. Such Committee shall recommend up to six candidates to be considered for promotion. Such recommendations shall be made on or about April 1 to a committee comprising the Vice Presidents of the College, the Acting Chief of Staff and shall be based upon criteria developed specifically for the positions represented by OPAP (see Schedule B, "Minimum Criteria"). A minimum of two and a maximum of six promotion recommendations will be submitted no later than mid-May by the Committee to the

President's Cabinet for recommendation to the President of the College for final decision and recommendation to the Board of Trustees.

Academic rank and non-teaching faculty status shall be granted to OPAP unit members from levels three (3) through six (6) only.

Members within levels 1 and 2 will be eligible for faculty rank when job responsibilities are related to instruction and their academic credentials and years of experience meet the minimum criteria for the Instructor rank as attached in Schedule B.

7. Campus Peace Officers

- A. Full time Campus Peace Officers shall have a normal workload of forty (40) hours per week. Part-time Campus Peace Officers may work a normal work load of up to forty-eight (48) hours per two week pay period.
- B. Campus Peace Officers will be paid time and one-half for any time worked beyond forty (40) hours in a work week.
- C. Campus Peace Officers will receive a Uniform allowance in the final pay period each August in accordance with the following:

\$450 per year for full time Campus Peace Officers

\$250 per year for part time Campus Peace Officers

This section will apply to anyone employed by the College as of the immediately preceding May 31<sup>st</sup> of each year.

- D. Campus Peace Officers required to attend work related court activities outside their regular scheduled hours are entitled to be paid for the actual time worked with a minimum of two (2) hours at the applicable rate.
- E. In lieu of these holidays (Christmas Day, New Years Day, Easter Sunday, and 4<sup>th</sup> of July) Part Time Campus Peace Officers shall be paid time and one-half for shifts worked on actual holidays, including holidays that fall on weekends. In addition to the holidays outlined in this agreement, this section shall also apply to Easter Sunday. Holiday pay shall be compensated at the holiday rate provided that fifty percent of the hours worked for that day are on the holiday as defined in this section plus Easter Sunday.

1. Upon Appointment (after ratification of this agreement), the college will issue Campus Peace Officers the following personal equipment at no extra cost to the Peace Officer: collar brass, badge/shield, ID Card, handcuffs, handcuff case, handcuff key, pepper spray, pepper spray holster, baseball style hat, handgun holster and ammunition. The college will also make available for Peace Officers to share: Taser, Taser Holster, reflective vest, flashlight, portable radio, and cell phone.

2. The Campus Peace Officer shall equip himself/herself with the following equipment: gun, (2) ammunition magazines, bulletproof vest (unless state grant allows the purchase at no cost to the college), shirts, pants, boots, gloves, duty belt, and duty keepers.

3. Any equipment listed above which is damaged in the course of duty with the college will be replaced by the college at a reasonable cost as determined by the college.

#### ARTICLE III - Travel Policy and Procedures

1. Travel Time. Time consumed while traveling for authorized College purposes shall not be charged against vacation time, personal leave or sick time.

2. Types of Travel. For purposes of this agreement, there are two types of approved travel: (A) Local Travel necessary for job-related functions and (B) Travel for Professional Purposes for continued professional development at various meetings and professional gatherings.

A. Local Travel shall be limited to that within Ulster County or contiguous counties and/or travel which does not involve reimbursement for lodging or for more than one meal. OPAP members shall follow the Board of Trustees approved travel policy 8.3.7 and 8.3.4.

B. Travel for Professional Purposes shall include travel outside these counties or which includes lodging, more than one meal, etc. This travel requires an approved travel request form.

3. Travel Reimbursement. Reimbursement for mileage shall be at the then applicable IRS rate. Reimbursement for meals shall be at the then applicable County rate as set by the then current agreement between the County and the CSEA. Lodging shall be paid for at a rate approved in advance by the President or designee based on the prevailing rates of the individual conference. Departure from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Vice President of Administrative Services.

Claim may be made only for meals which occur while actually traveling or attending conferences. Expenses incurred when attending conventions and meetings shall be supported by a program of literature setting forth the opening and closing dates of the program.

Travelers shall provide themselves with sufficient funds to cover all expenses when traveling and submit a voucher for expenses upon return.

#### ARTICLE IV - Other Benefits

1. Use of Facilities. Reasonable provision will be made for the members of OPAP to use the general facilities of the College for their regular meetings. OPAP will be granted one meeting per month.

Additional meetings at the College must have the approval of the President or designee.

The OPAP and its authorized representatives shall be permitted to use, free of charge, College meeting facilities and equipment at all reasonable times when such facilities and equipment are not otherwise in use. The OPAP shall furnish necessary paper and supplies. The OPAP shall be permitted to use the intracollege mail service.

2. Support Staff. The College, in consultation with OPAP, will assess the Support Staff needs as they pertain to the OPAP unit. The College will make every reasonable effort to meet these needs and/or develop a plan to meet these needs.

While the College reserves the overall authority for all Support Staff, in order to ensure proper supervision, the Support Staff members should normally report to the OPAP unit member to whom they are assigned.

OPAP will be informed of all Civil Service changes and consulted regarding the assignment and reassignment of Support Staff members as they pertain to this unit.

3. Vacancies. OPAP shall review and approve all OPAP personnel action forms relating to vacant positions. Such forms shall contain job descriptions and salary information relating to OPAP vacancies. Such forms shall contain job descriptions and salary information relating to all OPAP vacancies regarding-prior to the posting (publication) of each position. The notice of any vacancy in the OPAP unit of the College shall be made known to the employees in the unit as soon as the vacancy becomes official by email to the campus and posting the notice on the SUNY Ulster webpage.

The parties agree that they will review on a case by case basis whether there should be a waiver of a posting to fill a vacancy in instances where an existing position is reclassified and incumbents from the prior position are eligible for appointment to the reclassified position.

The College recognizes the need for advisory interviews by OPAP unit members when filling supervisory positions for their unit and will provide opportunity for such interviews. OPAP reserves the right for OPAP officers to appoint an OPAP member to serve on any search committee for OPAP positions. OPAP will be consulted in the determination of the academic rank to be assigned for all newly hired OPAP unit members.

4. Academic Calendars. Copies of all proposed academic calendars for each year shall be submitted to OPAP for its recommendation at least one month prior to the date when the final calendar is to be adopted.
5. Access to Information. The President of the College shall make available to OPAP, upon request, any and all available information, statistics, and records relevant to negotiations that are necessary for the proper enforcement of the terms of this agreement which are reasonable and normally considered public.

Official copies of the minutes of the meetings of the Board of Trustees of the College and the Academic Senate shall be made available to OPAP within two weeks after the College receives such minutes or as soon as the minutes are adopted as official.

6. Academic Freedom. As members of the College community, professional educators have the rights and obligations of citizens and measure the urgency of these obligations in the light of their responsibilities. As citizens engaged in a profession that depends upon freedom for its health and integrity, they have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. (This provision is specifically excluded from the arbitration provisions of the grievance procedure contained in this agreement.)
7. Inclement Weather and/or Emergency Close. If classes are cancelled due to inclement weather, members of OPAP will be expected to report for work as soon as road conditions permit. Members are to use accumulated time to cover periods of absence due to inclement weather when the College is open. If the College is officially closed, members of OPAP will not be expected to report to work. Part-time members who report for their shift and are subsequently dismissed due to closure will be paid for their scheduled shift.
8. Membership in Professional Organization. The College may pay institutional memberships and dues in such organizations for OPAP unit members at its discretion and only provided that such membership is directly related to their positions at the College.
9. Part-time Benefits.
  - A. OPAP unit members who work at least ten (10), but less than eighteen (18) hours per week on average during any 60 day period (48 hours or less in a two week payroll period for Campus Peace Officers) receive no benefits other than paid leave. Further detail for this are provided in Article IV Section 13(a)(3), tuition waiver, as provided in Article IV Section 10, and the right to purchase health insurance as provided in Article IV Section 23(a)(6).
  - B. OPAP Unit members who work at least eighteen (18) hours (more than 48 hours in a two week payroll for Campus Peace Officers) but less than thirty-five (35) hours per week on average during any 60 day period will receive full health, life and dental/vision benefits. All other benefits will be prorated based upon the hours/months worked as a proportion of a full-time, twelve-month work year.
10. Tuition Waivers.
  - A. UCCC. On a space available basis tuition for credit and credit-free courses offered by Ulster County Community College will be waived for OPAP unit members covered by this agreement working at least 18 hours per week on average or more (more than 48 hours in a two week payroll for Campus Peace Officers). Additional fees assessed relating to external vendor or contracted costs for credit free tuition charges, are not subject to waivers and must be paid by the OPAP unit member. The OPAP member shall have tuition waived for credit-bearing courses for their spouses and resident dependent children. OPAP unit members who work at least ten (10) hours but less than eighteen (18) hours per week on average (48 hours or less in a two week payroll period for Campus Peace Officers) shall have tuition waived for one credit-bearing course for the member only during the semester.

B. SUNY. Consistent with the policies of the State University of New York, the College shall continue to cooperate in obtaining tuition assistance for OPAP members who pursue studies at the State University of New York senior institutions.

11. Legal Holidays. Legal holidays for OPAP unit members will be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Juneteenth
Friday after Thanksgiving	Fourth of July

Christmas Day

The observance of these holidays will be determined by the College calendar. In the event that an OPAP unit member is required to work on a day when the College observes that holiday, the OPAP member shall receive an additional one-half day per diem salary payment and be given a day off to be designated by agreement between the OPAP member and the immediate supervisor.

Holiday pay shall be compensated at the holiday rate provided that fifty percent of the hours worked for that day are on the holiday as defined in Section 11 plus Easter Sunday.

12. Vacation. OPAP unit members shall accrue annual vacation at the rate of two days per month up to a maximum of 28 days as of August 31<sup>st</sup>, of each year. Vacation days accrued from August 1 to August 31 shall be applied September 1, bringing your total to the max of 30 days, such leave may remain unused and be carried over from College fiscal year to College fiscal year. OPAP unit members will be compensated for accrued leave, not in excess of 30 days, upon termination of employment.

For the 2020-21 fiscal year and the 2021-22 fiscal year, OPAP unit members may exchange up to five (5) unused vacation days, not to exceed a combined ten days, for cash payment at their current salary. Such maximum days shall be reduced by the amount of days bought back as of August 31 of such year that would otherwise be carried over from College fiscal year to College fiscal year.

13. Sick Leave, Sick Leave Bank and Bereavement.

A. Accruals.

1. Full-time OPAP unit members shall be granted 12 sick days of leave per College fiscal year. These 12 days will be credited to each OPAP member on September 1 and 100 sick days may be accumulated. A pro-rated number of sick days shall be credited to any OPAP unit member employed by the College after September 1 or working on less than a twelve-month basis. A doctor's certificate may be requested by the President after any absence of five consecutive days.
  2. OPAP members who work less than 35 hours but 18 hours or more per week (More than 48 hours in a two week period in the case of Campus Peace Officers) accrue leave, including sick leave, on a pro rata basis.
  3. OPAP members who work less than 18 hours per week on average but more than 10 hours accrue 16 hours of paid sick leave each year after completing two fiscal years of service.
- B. Sick Bank Contributions. OPAP unit members working more than 18 hours per week may contribute two (2) days from their sick leave accumulation reserve during their first three (3) years of College service, and the employer will contribute one (1) days, for a total of three (3) days per OPAP unit member per year. Fulltime OPAP unit members with more than three (3) years of service at the College are entitled to contribute up to three (3) days of their sick leave during each year of this agreement toward the sick leave bank. OPAP members who work less than 18 hours per week on average but more than 10 hours, once eligible for sick leave, may contribute one half (.5) days from their sick leave accumulation reserve during their first three (3) years of sick leave accrual eligibility, and the employer will contribute one half (.5) days for a total of one (1) days per OPAP member per year. In the event that the sick bank reserve is exhausted a special gift of days to the sick bank by OPAP unit members will be allowed under the following restrictions. (1) No member may give more than one (1) day for each year of service at the College; (2) not more than one such special gift may be made in any one year of this agreement. This sick leave bank shall accumulate to a maximum total of 1,000 days, excluding new-member contributions to the sick leave bank.
- C. Withdrawals: Less than 3 years service. Fulltime OPAP unit members with less than three (3) years at the College who have contributed at least two (2) days from their sick leave accumulation reserve may be permitted, on written application and adequate justification, to draw up to fifteen (15) days against the bank after their own accumulation has been exhausted. Part-time members who have contributed at least three and a half hours (four hours for Public Safety Officers) from their sick leave accumulation reserve may be permitted, on written application and adequate justification, to draw up to five (5) days against the bank after their own accumulation has been exhausted.
- D. Withdrawals: More than 3 years service. Fulltime OPAP unit members with at least three (3) years of service may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after their own accumulations have been exhausted. Ninety [90] days for OPAP unit members with four [4] or more years of service.) In order to qualify for sick leave bank benefits, the OPAP unit member must be a member of the sick leave bank. Part-time members,

with at least 3 (3) years of service, on written application and adequate justification, are eligible to draw up to fifteen (15) days against the bank after their own accumulation has been exhausted (thirty-five (35) days for part-time OPAP unit members with four (4) or more years of service).

E. Administrators. The President of OPAP and the College Benefits Administrator will administer this sick bank. Members shall complete the application process as agreed upon by OPAP and College Administration. Such applications shall be reviewed and approved by the OPAP Officers.

F. Conversion of Sick Leave.

1. Fifty percent (50%) [one hundred percent (100%) for OPAP members employed prior to September 1, 1980] of unused sick leave up to 100 days unused accumulation may be converted to cash payments at the time of termination of service due to death, retrenchment, or voluntary termination of service under any of the following conditions:

- a. Having reached age 55.
- b. Having 20 years of full-time service with the College.
- c. Having reached an age which, when added to full-time years of service with the College, totals at least age 65.

2. Upon retirement, each qualified OPAP unit member shall have the following options to be exercised prior to the last day of employment:

- a. be paid for the dollar value of their accumulated and unused sick leave as defined in paragraph F(1);
- b. apply all or a portion of the dollar value of his/her accumulated sick leave as defined in paragraph F(1) to an account for the purpose of paying his/her employee portion of the premium cost of the College health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee;
- c. in the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the College health insurance plan until the exhaustion of such account. In the event that the retiree dies with dependents or spouse may opt out. In the event that retiree dies without dependents, the dollar value of any remaining accruals will be paid to the retiree's estate;

- d. all payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement.
  
- G. In the event of a death in the immediate family, an employee shall be allowed three bereavement days with pay for each such death. The immediate family shall be defined as: Husband, wife, son, daughter, mother, father, step-parent, sister, brother, father-in-law, mother-in-law, step father-in-law, step mother-in-law, son-in-law, daughter-in-law, grandparents, grandparent-in-law, brother-in-law, sister-in-law, grandchildren, stepchildren, or any person residing in the immediate household of the employee.
  
- H. Employees may use sick leave days for absence due to illness in the employee's household family. "Household family" shall mean any person residing within the employee's immediate household but shall also include the employee's mother, father and children wherever they reside.
  
- 14. Cancer Screening. OPAP members shall be entitled to leave for cancer screening as required by law.
  
- 15. Personal Leave. OPAP members employed on a 12-month basis shall have available six days per College fiscal year for personal leave on September 1. A prorated number of personal days shall be credited to any OPAP member employed by the College after September 1 or working less than on a 12-month basis. Personal leave days are not cumulative from year to year.
  
- 16. Unpaid Leaves. No unpaid leaves of absence of one year or more in duration will count towards continuing appointment. While on such leaves, OPAP unit members may continue health insurance benefits at the members' own expense.
  - A. Parental Leave. Upon recommendation of the President and approval by the Board of Trustees of the College, parental leave without pay or benefits shall be granted for a term of up to one (1) year. Extensions may be granted in like manner for terms of up to six (6) months. Upon return, the OPAP members shall be granted their prior positions and salaries as immediately prior to leave.
  
  - B. Professional Development. Unpaid leaves of absence for professional development may be granted, without benefits, by the Board of Trustees. Each OPAP unit member on such leave is guaranteed seniority and the same position upon return to the College, plus any contractual raise that has accrued during the year's absence.
  
  - C. Other Leaves.
    - 1. The Board of Trustees may grant members of the professional staff, other than those persons having term appointments, other leaves of absence without salary or benefits for periods up to one year.

2. Applications for leaves of absence, without salary or benefits, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.
  3. An OPAP unit member receiving a leave of absence shall be guaranteed the same position upon return with at least the member's previous salary.
  4. While on leave of absence without pay or benefits, OPAP unit members shall retain all privileges of OPAP with the exception of salary and fringe benefits.
17. Jury Duty and Court Appearance. Any unit member of OPAP scheduled for jury duty or for whom it is necessary to appear as a witness in court or at a hearing before a governmental agency in matters related to their employment shall be excused from professional responsibilities without loss of pay to allow such participation with submission of appropriate documentation. Any compensation received during this period of excused Civil Service shall be remitted to the College by the professional employee.
18. Sabbatical Leave. Provided an adequate number of candidates meet the duly established criteria, one or two member(s) of the OPAP unit may be granted sabbatical leave by the Board of Trustees during each college fiscal year under this agreement.

To qualify for sabbatical leave, the applicant must have continuing appointment and have served as a member of the professional staff of the College for a continuous period of 66 contract months. In computing consecutive years of service, periods of sick leaves or other leaves granted by the Board of Trustees shall be included.

Sabbatical leaves will be primarily granted on the basis of benefit to the College. Sabbatical programs may be utilized for study and research, educational travel, creative work, or experience of professional value which will refresh the outlook, increase the awareness or enhance the professional growth of the individual involved.

Should the qualifications of more than one applicant and the value of the sabbaticals be substantially the same, the applicant with the greatest length of continuous service with the College will be granted the sabbatical.

Payment during sabbatical leave will be at the rate of full salary for one-half year or one-half salary for a full year. Normal benefits such as retirement, group insurance, and hospitalization shall be continued during the period of leave.

Sabbatical leaves will normally commence at the beginning of the fall or the spring semester.

Members of the OPAP unit on sabbatical leave may, with the prior approval of the President, accept fellowships or grants in aid or earn income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the sabbatical leave salary to reflect such income, either prior to, or during the periods of such leave, but in no

case shall the sabbatical leave salary be decreased if total earnings are less than full salary.

All OPAP unit members shall be eligible for a second sabbatical leave when another 66 months of active continuous service in the College has been completed. Unpaid leaves of absence, granted by the Board of Trustees, do not constitute a break in continuous service.

Applications for sabbatical leave shall be submitted to the President of the College no later than six months prior to the academic year for which the sabbatical leave is requested, unless such requirement is waived. The application shall include a statement outlining the program to be followed while on leave, stating that the applicant intends to continue as a member of the professional staff upon return and that upon return, the applicant will submit to the President of the College a report of accomplishments while on sabbatical leave.

If the OPAP unit member does not return for one full year after completion of the sabbatical leave, the member must, within three months, repay the College in full for each month the member does not serve. If the member resigns during the sabbatical leave, the member's salary will be terminated and the member must, within three months, repay the College for each month on sabbatical leave.

In the event of termination by the College upon completion of the sabbatical leave, the member is relieved of all responsibilities for repayment of salary earned.

19. Retirement Incentive:

OPAP Unit members who are retirement eligible on or before August 31, 2021 shall be eligible for such retirement incentive.

Employees who satisfy the age and years of service requirement, and who notify the College of their irrevocable intent to retire by noon on June 1, 2021 with a retirement date effective no later than August 31, 2021.

The College shall pay 100% of the individual coverage for such unit members up to eligibility for Medicare. The College shall continue to pay 100% of the individual unit members Medicare Advantage Plan. Spousal coverage shall be provided as outlined in Section 24 of the Collective Bargaining Agreement.

20. Paid Family Leave for OPAP-represented Employees:

Legislation enacted in April 2016 (Chapter 54, Laws of 2016) amended Workers' Compensation Law Article 9 to provide for a Paid Family Leave (PFL) benefit for eligible employees working in New York State. PFL is intended to balance the demands of the workplace with the needs of families by providing workers with reasonable amounts of paid time off. It encourages stability in the family, and productivity in the workplace. PFL affords eligible employees the right to take paid leave, ***without charge to accrued leave:***

- to participate in providing care, including physical or psychological care, for a serious health condition of a family member of the employee;
- to bond with the employee's biological, adopted, or foster child during the first twelve months after the child's birth or placement in the home; or,
- to attend to obligations arising because the spouse, domestic partner, child, or parent of the employee is on active duty or has been notified of an impending call to active duty in the United States armed forces (a qualifying exigency).

**It should be noted that PFL is *not* available for an employee's *own* serious health condition or military activation. PFL is a separate and distinct benefit apart from any other leave available to an employee. Payments for PFL will be financed by deductions withheld from an employee's biweekly wages and PFL benefits will be paid by an insurance carrier.**

Pursuant to the collective bargaining agreement between Ulster County Community College and the Organization of Professional Administrative Personnel (OPAP), the PFL benefit will be available 30 days after approval from the New York State Worker's Compensation Board (estimated July 1, 2021) for OPAP employees.

#### **PFL Monetary Benefit**

On or after January 1, 2021, an employee may receive up to twelve weeks of PFL benefits in any 52-week period at 67% of the employee's average weekly wage, not to exceed 67% of the SAWW.

The employee's average weekly wage is established based on the average of the employee's last eight weeks of pay received during the employee's regular professional obligation prior to starting Paid Family Leave. The amount will be determined by dividing either the last 8 weeks of wages that the employee was working immediately preceding the first day of PFL, or the closest 8 weeks of wages prior to start of the PFL leave, whichever results in the higher amount.

The SAWW is established annually by the NYS Department of Labor. Employees may estimate their weekly Paid Family Leave benefit amount by using the Weekly Benefits Calculator available at <https://www.ny.gov/PFLbenefitscalculator>.

#### **PFL Health Benefits Continuation**

Employees are entitled to continuation of health benefits coverage during PFL-covered absences. While using PFL the employee will remain responsible for the employee share of premium. If the employee is using PFL on an intermittent basis and is still receiving a paycheck for days not charged to PFL during that period, health insurance premiums will be deducted from that paycheck so long as there is enough money in the check to account for the deductions. If the amount of the check is insufficient or if the employee is off the payroll and using PFL for one or more full pay periods, the employee will be direct billed by the College for the employee share of premium.

#### **Eligibility**

PFL eligibility of OPAP employees is covered by the collective bargaining agreement between Ulster County Community College and OPAP.

- Full-time employees: Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.
- Part-time employees: Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which do not need to be consecutive.

Employees are eligible regardless of citizenship and/or immigration status.

Some part-time employees may be able to opt out of Paid Family Leave coverage. Employees are eligible for a waiver if they:

- Work a regular schedule of less than 20 hours per week, and will not work 175 days in a year; or
- Work a regular schedule of 20 or more hours per week, but won't be in employment for 26 consecutive weeks.

#### **Amount of Paid Family Leave to be Granted**

An employee is entitled to receive PFL benefits for up to twelve weeks during any 52-week period beginning with the first full day of absence related to the qualifying event. There is no waiting period.

PFL may be taken periodically (in full day increments only) or in a block of time. Please note that this 52-week period is not the same as a calendar year method for determining the amount of FMLA available to an eligible employee.

An employee's entitlement for PFL for bonding with a child after birth or adoption and/or foster care expires at the end of the consecutive 52-week period beginning on the date of the birth, or at the end of the consecutive 52-week period beginning on the date of the child's placement. An employee may use PFL for periodic bonding leave.

#### **PFL Definitions**

Workers' Compensation Law section 201 provides the following definitions:

1. *Child - a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.*
2. *Domestic Partner - has the same meaning as set forth in Section 4 of the Workers' Compensation Law.*
3. *Serious Health Condition - an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, continuing treatment or continuing supervision by a health care*

*provider. Continuing supervision by a health care provider includes a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective where the family member is under the continuing supervision of, but need not be receiving active treatment by, a health care provider.*

4. *Parent - a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.*
5. *Family Member - a child, parent, grandparent, grandchild, spouse, or domestic partner as defined in this section.*
6. *Grandchild - a child of the employee's child.*
7. *Health Care Provider - a physician, physician's assistant, chiropractor, dentist or dental hygienist, physical therapist or physical therapy assistant, nurse, midwife, podiatrist, optometrist, psychologist, social worker, occupational therapist, speech-language pathologist, mental health practitioner, or any person licensed under the NYS Public Health Law.*
8. *Grandparent - a parent of the employee's parent.*
9. *Providing Care - Physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services.*

#### **Election of PFL Benefits**

The twelve weeks of PFL may be taken on a continuous or on a periodic basis. When PFL is taken on a periodic basis, it must be used in **single** day increments. **Partial day increments are not permitted.**

In the event an employee wishes to take time off to care for a qualifying family member an employee **may** elect to receive full pay by using accrued and unused vacation, holiday leave, family sick leave, or other leave available to the employee, or to **not** charge available accrued leave credits and receive the statutory PFL benefit in accordance with the monetary PFL benefits noted above. **Time charged to leave accruals will not count against an employee's annual PFL entitlement.**

An employee should provide at least 30 days' advance notice if the reason for PFL is foreseeable. Foreseeable qualifying events include: an expected birth; placement for adoption or foster care; planned medical treatment for a serious health condition of a family member; the planned medical treatment for a serious injury or illness of a covered service member; or other known military exigency. If 30 days' notice is not practicable then notice must be given as soon as reasonably possible. An employee must advise the employer as soon as possible when dates of a scheduled leave change, are extended, or were initially unknown. When an employee is taking intermittent PFL, it must inform the

employer, and The Standard, each day that is taken as PFL so that benefits can be confirmed and paid promptly.

### **Interplay of Attendance and Leave Benefits, FMLA, and PFL**

Like the FMLA, PFL provides for the following:

- Prohibition of retaliation against an employee for requesting or for receiving PFL benefits.
- Restoration to the same position or a similar position the employee previously held prior to taking PFL.
- Mandates employers to maintain an employee's health insurance benefits during the period of PFL, provided the employee pays their share of the premium during the leave.

Statutory PFL benefits that an employee elects to use will be counted concurrently against any FMLA entitlements an employee may be eligible for during the period the employee elects to use PFL. Unlike the FMLA, PFL benefits are available in **full** day increments only. When an employee exercises the option to use FMLA in less than full day increments, the employee is not eligible for PFL. Additionally, unpaid leave taken in full day increments under the FMLA counts against PFL only if an employee elects to use their PFL entitlement. If an employee wishes to charge accruals under the FMLA, they are not entitled to use their PFL and the time charged to leave credits **does not** count against their PFL entitlement.

Paid Family Leave can be taken by employees who are eligible for time off under the provisions of the FMLA. PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

If you are unable to work and qualify for Workers' Compensation Benefits, you may not use Paid Family Leave benefits at the same time as you are receiving Workers' Compensation benefits. If you are receiving reduced earnings, you may be eligible for Paid Family Leave. Please check with human resources.

Accruing time for PFL eligibility: Time spent on paid vacation, sick or personal days can be counted toward an employee's eligibility determination for Paid Family Leave.

Supplementing PFL with accrued time: Employees may supplement PFL with accrued time in order to receive full pay during their absence.

Accrual of leave time while on PFL: While on PFL, employees will continue to accrue sick or vacation time.

Policy on spouses taking PFL: Spouses may take Paid Family Leave at the same time for the same qualifying event (e.g., to bond with a new child).

#### 21. Retrenchment.

- A. The services of any OPAP unit member may be terminated in the event of financial

or program retrenchment. If the President anticipates that such retrenchment is necessary, he or she shall consult OPAP concerning the policy to be followed in the reduction of staff. In the event that the President determines that retrenchment is necessary for financial reasons, he or she will analyze and assess alternative measures in consultation with the OPAP Executive Board before retrenchments are completed. Some measures can be, but are not limited to, campus wide cost cutting recommendations, voluntary retirements, retirement incentives, voluntary reductions in hours and other options. Non-voluntary measures should be implemented only after consideration of alternative measures.

- B. If an individual OPAP unit member's employment is to be terminated because of financial or program retrenchment after this consultation, the OPAP unit member shall be notified as far in advance as possible, but must be given at least 30 days advance notice of the date of termination.
- C. Retrenchment will be made in inverse order of seniority by department provided the remaining member has the qualifications to perform the duties required for the position. All temporary employees will be retrenched first, followed by part-time employees, followed by full-time employees.
- D. Any member who is retrenched may not displace employees in a separate department but will be given priority consideration for any available position at the College the member is qualified to fill. For the purposes of this Article, qualifications for a position will be measured based on the most recent job posting or vacancy announcement.
- E. For the purposes of this Article, the following departments are recognized:
  - 1. Financial Aid
  - 2. Registrar
  - 3. Admissions
  - 4. Student Services
  - 5. Day Care
  - 6. Media and Marketing
  - 7. Library
  - 8. Continuing Education
  - 9. SBDC
  - 10. Plant Operations
  - 11. Community Relations
  - 12. Graphics

13. Accounting
14. Student Accounts
15. Public Safety
16. Purchasing

- F. In the event of retrenchment, employees shall be paid for all vacation consistent with the vacation accrual provisions accrued to the time of termination in addition to sick leave benefits described under sick leave.
- G. If within two years of the date of termination the position or the program is reinstated, the individual who has had employment terminated for this position or program shall be offered reinstatement in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched OPAP member's recall entitlement hereunder.

22. Appointment of OPAP Unit Members. The President of the College or designee shall notify members of the OPAP unit promptly, in writing, following confirmation by the Board of Trustees, of their appointments, reappointments, promotions, changes in status, or other changes or conditions of their positions.

The President or designee shall notify in writing, following confirmation by the Board of Trustees, members of the OPAP unit not holding continuing appointments, whether their terms will be renewed, or if they are eligible for continuing appointments, whether or not they will be granted continuing appointment. Such notices shall be given as far in advance as is feasible and not later than February 28th preceding the expiration of their terms for persons appointed for the regular appointment year or comparable length of time for other terms. Unless terms and conditions of the appointments otherwise specify, the regular year of members of the OPAP unit shall be September 1 through August 31.

The granting of temporary, term, and continuing appointment shall be reserved to the President of the College subject to the approval by the Board of Trustees. Once continuing appointment is granted, no OPAP unit member may be terminated except on the basis of just cause, incompetence, insubordination, or moral turpitude. If requested, a terminated unit member shall be given access to a hearing before a committee of the Board of Trustees. The Board's Committee shall meet within fifteen (15) working days of receipt of the request for a hearing. The Committee's Chairperson shall issue a written report of its decision within ten (10) working days after the conclusion of the hearing.

All OPAP unit members who work more than eighteen (18) hours per week on average (More than 48 hours in a two week period in the case of Campus Peace Officers) are eligible for continuing appointment.

Continuing appointment for OPAP unit members shall not be for a specific position. Members of the OPAP unit who have received continuing appointment in academic areas while members of the teaching faculty shall retain academic rank as members of the OPAP unit.

All unit members who work more than eighteen (18) hours per week on average (More than 48 hours in a two week period in the case of Campus Peace Officers) shall have a probationary period of five (5)-contract years. A sub-committee of the labor management committee will evaluate adjustments to the probationary appointment process.

If termination action is taken, notice of termination shall be given at least six (6) months prior to the beginning of the next contract year.

Should the Board of Trustees fail to take action on reappointment or granting of continuing appointment to an OPAP unit member, that person shall be automatically granted continuing appointment the first day following completion of the probationary period.

23. Life Insurance and Long-Term Disability.

- A. The employer shall provide, without cost to OPAP unit members, group life insurance protection which will pay to the OPAP unit member's designated beneficiary an amount equal to three times the member's annual salary.
- B. The employer will provide the total premium cost of long-term disability insurance. The vendor of this insurance will be determined by the College provided the conditions and coverage are equal to or exceed the TIAA policy currently in force.
- C. On an annual basis the College will provide OPAP members notice of the Plans in effect under this section.

24. Liability Protection. The employer will provide, without cost to OPAP members a minimum of \$1,000,000 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of their positions on or off campus. Coverage shall be sufficiently broad to protect OPAP unit members involved in extracurricular activities carried on under the auspices of the College or its representatives and shall include protection against risk of injury from unusual hazards, not to exceed the maximum coverage of the College policy.

25. Retirement Programs.

- A. An OPAP unit member must join one of the three retirement systems—the New York State and Local Employees' Retirement System, the New York State Teachers' Retirement System or the Teachers' Insurance Annuity Association and College Retirement Equities Fund. The College agrees to make full contribution at the present rate as required by law. OPAP unit members shall make any member contributions required by law as a condition of membership.

26. Health Insurance.

A. Plans.

- 1. The College will continue to provide a health, dental, and vision care plan providing benefits in accordance with the carrier contracts and the

applicable schedules therein in effect, in accordance with carrier contracts and applicable schedules as established by the carriers. The OPAP and College agree to meet on an annual, or as needed, basis to review the existing health insurance plans. The OPAP and College may in this annual meeting agree to modify the plan benefits and deductibles.

2. The College shall continue to offer the New York State Government Health Insurance Program ("Empire Plan") Care Plus Medical and Psychiatric Enhancements. The College shall also continue to offer HMO options.
3. The College will provide Dental and Vision coverage.
4. The College shall have the right to substitute through a carrier of its choice (or become self-insured) for the coverage indicated above. The College will provide the OPAP unit with at least 90 days notice of the effective date of such change. The OPAP unit will have the right to review and study the benefits of said proposed plan. The College ensures the OPAP unit members that these new benefits will be comparable to the coverage currently provided by the health carrier.
5. The College will take all steps necessary to add Domestic Partner riders to the health, dental and vision care plan offered through the College if the County adopts a Domestic Partner rider for Countywide units.
6. The College will provide health insurance benefits to OPAP unit members who work eighteen (18) hours or more (more than 48 hours in a two week payroll period for campus peace officers) pursuant to the premium cost-sharing formula in Article IV Section 23.B. OPAP unit members who work less than eighteen (18) hours (48 hours or less in a two week payroll period for campus peace officers) will have the right to purchase insurance at the group rate with the employee bearing 100% of the cost.

B. Premiums.

1. a. OPAP members who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program (Empire Plan), or a comparable indemnity plan provided by the College, will pay 10% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. OPAP members who select individual coverage will pay 10% of the annual premium rate over ten months pursuant to a payroll deduction plan. Effective September 1, 2015, new employees hired after September 1, 2015 will pay 20% of the annual premium rate over ten months pursuant to a payroll deduction plan.
- b. The College will continue to provide HMO options provided through the Empire Plan subject to any deductibles set by the HMO. The employee

portion of the premium for individual or dependent care will be increased to 10% of the cost regardless of the HMO plan selected. Effective September 1, 2015, new employees hired after September 1, 2015 will pay 20% of the annual premium rate over ten months pursuant to a payroll deduction plan.

2. OPAP members will not be required to contribute to the premium costs of the dental or vision care plans that are part of the existing health insurance plans.

C. Declining Coverage. Those OPAP members who have health coverage not provided by SUNY Ulster may elect not to be covered by the College Health Plan; the College ~~County~~ will pay \$2,000 yearly to the member selecting this option. Those who elect not to use the College's health insurance coverage will receive the \$2,000 "opt-out payment" in equal quarterly installments of \$500 each (September through June). OPAP members may elect to return to the health insurance coverage on the first day of any month next following a 5-day advance notice.

D. Retiree Health Insurance. The College shall continue to permit OPAP members with ten years of service who subsequently retire to continue coverage for the retiree and spouse with the College paying 50% of the premium cost. New employees hired after September 1, 2015 who subsequently retire will be provided individual coverage only with the College paying 50% of the premium cost.

E. The College will make available a flexible benefit program pursuant to Internal Revenue Code §125 in the maximum amounts allowable by law.

F. The College will provide an Employee Assistance Program (EAP) at no expense to the employee.

27. Grievance Procedure

A. Purpose. It is the policy of the College and OPAP that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

B. Definitions.

1. A grievance is an alleged violation of this agreement or any dispute with respect to its meaning or application.

2. An employee is any person in the OPAP unit covered by this agreement.

3. An aggrieved party is the employee or group of employees who submit a grievance or on whose behalf it is submitted, or the OPAP.

C. Submission of Grievances.

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the College and OPAP (Schedule D annexed) and shall identify the aggrieved party; the provision of this agreement involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; if known the identity of the person responsible for causing such events or conditions; and a general statement of the grievance and the redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty-one (21) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. The parties may, by mutual agreement, toll the period for filing a grievance.
4. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor outside of OPAP. OPAP may submit any grievance.

D. Response and Resubmission.

1. The immediate supervisor outside the bargaining unit shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response from said immediate supervisor, or if no response is received within five (5) working days after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the President of the College.
2. The President or the President's designated representative and a committee appointed from the Board of Trustees shall confer, upon request, with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of their position with respect to it no later than ten working days after it is received by the President.
3. In the event OPAP is not satisfied with the determination with respect to a grievance in D(2), within twenty-one (21) calendar days after receiving a determination it may submit the grievance to arbitration by serving a demand for arbitration on the President of the College.

E. Arbitration.

1. 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

Louis Patack

Jeffrey Selchick

Jay Siegel

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. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within ninety (90) days.

2. The arbitrator's decision will be in writing and will set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of this agreement. No arbitration award resulting from this agreement shall have the effect of granting continuing appointment to any member of the OPAP unit who would not otherwise be recommended for continuing appointment.

The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator will issue a decision within thirty (30) days of the closing of the proceedings.

3. The cost of all proceedings, including arbitration, will be borne equally by the College and OPAP
  4. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
28. Access to Personnel Files. There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the member. Confidential reference letters contained in the file will not be reviewed by a member. The member shall have the right to photocopy, at the member's own expense, the contents of the file, except confidential reference letters. The personnel file shall not leave the custody of the College administration.

27. Use of Email

- A. Electronic mail ("email") shall not be used to send employees counseling memoranda, letters of reprimand and /or Notices of Unsatisfactory Service.
- B. The College will not monitor the content of information transmitted over the College email absent an investigation of a specific complaint about the appropriateness of the contents.
- C. The College and OPAP will mutually act to safeguard the privacy of communications by limiting distribution to the extent possible to the sender and recipient.

29. Miscellaneous.

- A. Supersedure. This agreement shall supersede any rules, regulations, or any practices of the College which shall be contrary to or inconsistent with the terms of this agreement.
- B. 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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- C. Legality of Provisions. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Amendment Provision. Subject to the provisions of Article 14 of the Civil Service Law, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- E. Equal Opportunity. Ulster County Community College is an Equal Opportunity Employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, sexual preference, handicap, or national origin, in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

ARTICLE V - Labor/Management Committee

There shall be a labor/management committee composed of the President of the Association and three bargaining unit members appointed by the President of the Association or designee, and four members appointed by the President of the College, which shall meet at the request of either party as the interests of the Association or of the College may require for the purposes of considering non-contractual matters of mutual concern.

ARTICLE VI - Duration of Agreement

This agreement shall be effective as of September 1, 2020, and shall remain in effect until August 31, 2022. If the College negotiates additional increases in base salary for any of the other bargaining units at the College during the period covered by this agreement, upon demand from OPAP the College will reopen negotiations.

**SIGNATURES**

FOR THE EMPLOYER, COUNTY OF  
ULSTER AND ULSTER COUNTY  
COMMUNITY COLLEGE

 4/29/21

Patrick Ryan Date

County Executive,  
Ulster County

 4/27/21

Alan P. Roberts Date

President, Ulster County  
Community College

FOR THE ORGANIZATION OF  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL

 4/27/21

Marla Gruner Date

President

**SCHEDULE A**

**Compensation**

1. Salary Increases. Annual base salary increases for OPAP members working 18 hours per week or more in this contract shall consist of longevity increments.

For full time OPAP members longevity increments under this agreement will be paid effective annually on September 1.

All adjustments to salary shall be applied before annual base salary percentage increases. New base annual salaries shall be prorated for OPAP members with less than 12-month, full-time appointments.

- A. Longevity Increments. Returning OPAP members will receive longevity increments effective September 1 of each fiscal year, based on their length of service from their initial date of employment with the College in accordance with the schedule below:

Effective

	<u>9/1/20</u>
Less than 7 years	\$725
Equal to or more than 7 years	\$775
Equal to or more than 10 years	\$825
Equal to or more than 11 years	\$850
Equal to or more than 15 years	\$900
Equal to or more than 16 years	\$950
Equal to or more than 20 years	\$975
Equal to or more than 21 years	\$1000
Equal to or more than 25 years	\$1025

- B. Base Salary Increases.

OPAP members who work less than 18 hours per week (48 hours or less per two week payroll period for Campus Peace Officers) will have their hourly rate

increased by 1.5% effective September 1, 2020, 1.5% effective September 1, 2021.

For the purpose of this agreement a returning OPAP member is defined as someone who was on the payroll as of May 31, 2020 for salary increases effective September 1, 2020, May 31, 2021 for salary increases effective September 1, 2021.

2. Position Responsibility Scale and Minimum Salaries.

Members of the OPAP unit employed during the term of this agreement will have their salaries determined by the Position Responsibility Scale (Schedule C annexed), and their place on that scale will be determined by a combination of degrees, experience, academic rank, etc., by the President of the College in consultation with OPAP.

The President of the College, in consultation with OPAP, will annually review the Position Responsibility Scale and changes in the placement of individuals on the scale that result from the establishment of new positions or from changes in responsibility, title, educational background, and other relevant factors.

The minimum salary for levels 1 - 4 is \$35,568. Level 5 minimum salary shall be \$42,565 and Level 6 minimum salary shall be \$59,591.

Each change from one level to another will be accompanied by an increase in salary of at least the amounts listed below:

<u>Level</u>	
1 to 2	\$1,000
2 to 3	\$1,100
3 to 4	\$1,200
4 to 5	\$1,300
5 to 6	\$1,400

Positions may be established or existing positions modified that fall within the OPAP unit that require service of less than 12 months. These may be initiated at the discretion of the President. Salaries and fringe benefits for such positions will be established as follows: The position will be based upon the Position Responsibility Scale as though it were a 12-month position. The employee will then receive salary and, where applicable, fringe benefits pro-rated downward from the 12-month salary figure.

3. Promotion in Academic Rank.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

Effective	<u>9/1/20</u>	
	Instructor	\$1,800
	Assistant Professor	\$1,900
	Associate Professor	\$2,000
	Professor	\$2,100

4. OPAP Teaching. OPAP unit members who teach will be paid according to the overload/adjunct faculty schedule currently in force.
  
5. Discretionary Funds. When inequities in salaries arise due to job market fluctuations as defined through a joint review of salaries by the Human Resources Department and a committee appointment by the OPAP Board the President may, at the President's discretion, annually adjust those affected salaries. The amount of money available each year in a discretionary fund for such adjustments shall not exceed \$10,000. Such adjustment shall be added to unit members' base salary as defined in the Collective Bargaining Agreement.

## **SCHEDULE B**

### **Minimum Criteria for Promotion**

Promotion from one rank to another shall be based on merit and performance. Generally, promotion or initial appointment will be based on the following criteria:

#### **Instructor**

Master's degree + 45 related semester hours with less than 1 year's experience

Master's degree + 30 related semester hours with less than 2 years' experience

Master's degree + 15 related semester hours with less than 3 years' experience

Bachelor's degree or equivalent with less than 6 years experience

#### **Assistant Professor**

Doctorate degree

Master's degree + 45 related semester hours with 1 year's experience

Master's degree + 30 related semester hours with 2 years' experience

Master's degree + 15 related semester hours with 3 years' experience

Master's degree with 4 years' experience

Bachelor's degree or equivalent with 6 years' experience

#### **Associate Professor**

Doctorate degree with 4 years' experience

Master's degree + 45 related semester hours with 6 years' experience

Master's degree + 30 related semester hours with 7 years' experience

Master's degree + 15 related semester hours with 8 years' experience

Master's degree with 9 years' experience

Bachelor's degree or equivalent with 11 years' experience

Professor

Doctorate with 8 years' experience

Master's degree + 45 related semester hours with 10 years' experience

Master's degree + 30 related semester hours with 11 years' experience

Master's degree + 15 related semester hours with 12 years' experience

Master's degree with 13 years' experience

Bachelor's degree or equivalent with 15 years' experience

Experience as stated in the above qualifications shall mean:

	<b>Ratio</b>		
	Exp. Credit		Actual Years
	<u>in</u> Years		Experience
College Teaching	1	for	1
High School Teaching	1/2	for	1
Full-time employment in a related field (not to exceed 7 yrs' credit)	1/2 or 1	for	1
Professional Licenses, Diplomas, Certificates	Not to exceed two years' credit		

Guidelines for Appointment and Promotion to Rank

Promotion of an individual meeting the above qualifications should not be construed to be automatic or mandatory.

Promotion from one rank to another shall be based on merit as well as meeting the minimum criteria.

Merit promotion regardless of the criteria stated above may be recommended by the President to the Board of Trustees.

## SCHEDULE C

### **OPAP Titles & Position Responsibility Scale**

#### LEVEL I

Instructional Assistant

Tutor

#### LEVEL II

Counselor

~~Director of Retired Senior Volunteer Program~~

Instructional Assistant

#### LEVEL III

Admissions Counselor

Assistant Athletic Director

~~Assistant Director of Pace Program~~

Assistant to Registrar

College Nurse

Coordinator of Career Services

Coordinator of Enrollment Management Services

Purchasing Agent

Coordinator of Housekeeping Services

Coordinator of Learning Strategies & Supplemental Education

Coordinator of Publications and Special Events

Coordinator of Transfer

Counselor

Counselor - Small Business Development Center

Director of Child Care

Financial Aid Specialist

Instructional Assistant  
Multi-Media Instructional Designer  
Program Coordinator  
Retention and Transfer Specialist  
Transition Specialist  
Web Coordinator

LEVEL IV

Administrator of Publications & Special Projects  
Assistant Director of Academic Support Services & Placement  
Assistant Director of Financial Aid  
Assistant Librarian  
Assistant Librarian - Coordinator of Information Literacy  
Assistant Librarian - Reference  
Associate Librarian - Technical Services  
Coordinator of Student Support Services  
Director of Athletics  
Director of International Programs  
~~Director of PACE Program~~  
Director of Printing and Graphic Services  
Director of Small Business Development Center

LEVEL V

Associate Director of Library Services  
Director of Academic Support Services and Placement  
Director of Admissions  
Director of Plant Operations  
Director of Student Financial Aid and EOP

Medical Director –Paramedic Program

Registrar

LEVEL VI

Associate Dean for Counseling and Student Services

Associate Dean of Academic Affairs

Associate Dean for Continuing & Professional Education

**SCHEDULE D**

**Grievance Form A**

AGGRIEVED PARTY \_\_\_\_\_

TITLE OF POSITION \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_ DATE FILED \_\_\_\_\_

PERSON(S) RESPONSIBLE FOR ALLEGED GRIEVANCE

\_\_\_\_\_

DATE OF ALLEGED VIOLATION \_\_\_\_\_

PROVISION OF NEGOTIATED AGREEMENT CITED:

\_\_\_\_\_  
\_\_\_\_\_

NATURE OF GRIEVANCE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REDRESS SOUGHT

\_\_\_\_\_

SIGNATURES

\_\_\_\_\_

Aggrieved Party

\_\_\_\_\_

For Organization of Professional  
Administrative Personnel

**SCHEDULE D**

**Grievance Form B**

**Response and/or Determination**

GRIEVANCE NO. \_\_\_\_\_

AGGRIEVED PARTY \_\_\_\_\_

RESPONSE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DETERMINATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature