

AGREEMENT BETWEEN

Sullivan County Community College

and

The Professional Staff Association

September 1, 2009 – August 31, 2016

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AGREEMENT made the day of February 7, 2014 between the SULLIVAN COUNTY COMMUNITY COLLEGE, hereinafter referred to as the College, with its principal office in Loch Sheldrake, New York, 12759, and the PROFESSIONAL STAFF ASSOCIATION OF SULLIVAN COUNTY COMMUNITY COLLEGE, an unincorporated association, with its offices at Loch Sheldrake, New York 12759, hereinafter referred to as the Association.

ARTICLE 1
APPLICABLE LAW

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

ARTICLE 2
DEFINITIONS

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

- 201 Employer - Sullivan County Community College
- 202 Sponsor - County of Sullivan
- 203 Trustees/Board of Trustees- Board of Trustees of Sullivan County Community College

204	College -	Sullivan County Community College/SUNY Sullivan Acting through its Trustees or Designee
205	President -	President of Sullivan County Community College
206	Association -	Professional Staff Association of Sullivan County Community College
207	Agreement -	This written Agreement between the Employer – College and Association
211	Professional Staff/Employee -	All employees of the bargaining unit
212	Teaching Faculty	Professor, Associate Professor, Assistant Professor, and Instructor, whose primary responsibility is teaching, and appointed Division Chairpersons.
213	Non-Teaching	Professor, Associate Professor, Assistant Professor, Instructor, Faculty whose primary duties are non-teaching including the Director of Library Services, Director of Student Activities, Counselors and Librarians
214	Academic Support	Instructional and Technical Assistants, the Coordinator of Instructional Staff Media, and all other staff who are on term appointment and do not hold rank nor continuing appointment. An individual who currently hold rank and continuing appointment will retain both if he/she assumes another position.
215	Division Chairpersons	The persons holding the title of Chairperson of an Academic Division as defined by the Organizational Structure
221	Work Day -	Any time an employee is required to work.
222	Class Day -	Day when classes are in session or scheduled examinations are given during the Fall and Spring semesters.
231	Academic Year -	The Fall and Spring terms not including the Winter or Summer terms of the school year.
232	Base Salary -	The compensation paid to an employee during an academic year including promotional salary increase and annual salary increase, less overload, adjunct, substitute, overtime, or other special or extra compensation.

- 233 Overload - Compensation Overload compensation is the additional compensation paid to a teaching employee for each credit or contact hour taught by each employee in excess of the minimum number of credit or contact hours required to be taught by that employee on a term or annual basis.
- 234 Faculty Persons employed in the titles of: Full-time Instructional Personnel in the rank of Instructor, Assistant Professor, Associate Professor, Professor, Librarian, Associate Librarian, Assistant Librarian, Counselor, Director of Student Activity together with such other members of the Professional Staff as the Faculty approves because of their educational responsibilities.

ARTICLE 3
RECOGNITION

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

EXCLUDING all employees now represented by the Sullivan County Chapter, Teamsters Local 445 (i.e., the titles of Accounting Clerks, Secretaries and all employees of the buildings and grounds department except the Director and Facilities and Programs Coordinator), and the President, Vice President for Academic and Student Affairs, Vice President for Institutional Advancement, Partnerships, and Community Learning, Vice President of Administrative Services, Associate Vice

President for Planning, Human Resources, and Facilities, Dean of Student Development Services, Executive Assistant to the President, Assistant Vice President for Academic and Student Affairs, Controller, , Director of Public Relations, Director of Grants and Resource Development, Grants Writer, Director of Human Resources, Director of Institutional Research, Director of Resource Development & Community Outreach, Assistant Director of Human Resources, Executive Administrative Associate to the President and the Board of Trustees, Senior Administrative Associate to the Vice President for Academic and Student Affairs, Senior Administrative Associate to the Vice President of Administrative Services, Senior Administrative Associate to the Vice President for Advancement, Partnerships, and Community Learning, Administrative Associate to the Director of Human Resources, Human Resources Assistant, Administrative Associate to the Dean of Student Development Services, Administrative Associate in the Division of Finance and Billing, and all part-time employees. (This list of exclusions should be updated in the event there are any changes that occurred since negotiations began.)

ARTICLE 4
DUES DEDUCTIONS

401 The Employer shall deduct from the wages and salaries of employees regular membership dues and other authorized deductions of those employees who signed and submitted to the Employer signed authorizations directing such deductions to be made.

402 In the absence of extenuating circumstances, dues deductions shall be made every
regular payday and shall be transmitted to the Treasurer of the Association within 10
working days.

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

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

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

ARTICLE 5
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

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

ARTICLE 6
MUTUAL PLEDGE

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

ARTICLE 7
NON-DISCRIMINATION

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

ARTICLE 8
MANAGEMENT AND ASSOCIATION COMMITTEE

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

802 Each party agrees to designate not more than four representatives to meet and make
every reasonable effort to resolve issues.

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

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

ARTICLE 9
ACADEMIC FREEDOM

901 A democratic society is sustained by the wide latitude or freedom consonant with
public order and safety. Freedom in the development and dissemination of ideas is
the keystone of the democratic heritage. Because of the vital nature of this freedom,
educational institutions have a special charge to nurture ideas and respect for ideas

and the right to expound them. At the same time, it is only natural to expect criticism from a wide variety of quarters when free inquiry is pursued.

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

All parties concur that the public welfare "depends upon the free search for truth and its free exposition", as stated by the AAUP and the Association of American Colleges.

903 There may be reasonable limitations on academic freedom. In the classroom, the teacher is free to discuss his/her subject area but certainly he/she is outside of his/her rights if he/she introduces controversial materials which are clearly and irrefutably irrelevant. Also, he/she is part of a profession and is a member of an educational institution, which imposes obligations of restraint, since teachers as a group, and colleges, are often judged by the general public on the basis of expressed views. In the expression of an opinion, either verbal or published, he/she should make it clear that he/she does not speak for the College, and he/she should not deliberately cloak his/her views with the prestige of the institution.

904

The "right to be heard" is paralleled by the students' "rights to hear." Students are entitled to a balanced spectrum of opinion in appropriate areas and should not be restricted to a limited menu, either from "right," "middle" or "left." Both in class and outside of class, students should be free to observe, to comment, and to seek the "truth." With respect to outside guest speakers, faculty and student groups enjoy the right to hear speakers of their own choice, keeping in mind certain broad principles, which include: (1) the broad commitment to the independent search for truth; (2) maintenance of a spirit of freedom of inquiry; (3) the preservation of intellectual integrity; and, (4) the obligation to obey the laws. All parties are confident that the students of this College can be exposed to a wide range of views on controversial issues and, (5) the right of the College to carry out its mission.

ARTICLE 10

FACULTY

1001

PURPOSE AND DUTIES OF THE FACULTY

- (A) SUNY Sullivan faculty has the primary responsibility of teaching and assessing student learning. Faculty duties include teaching, advising an average of 20 students per semester (or a student success project mutually agreed upon in consultation with the VP in lieu of advising), working toward continuous improvement to pedagogy and discipline specific content (professional development), service to the College through shared governance, and sharing one's expertise in Sullivan County. SUNY Sullivan full-time faculty are, in general, available to students on campus who seek additional assistance outside of class.

- (B) The Faculty shall have the right to participate in the formation of policy relating to the curriculum, the granting of degrees, student activities, and student discipline, to be submitted and subject to the approval of the President and, where appropriate, the Board of Trustees. The Faculty may also make recommendations to the President and the Board of Trustees on policy with respect to budgetary problems of the College within such procedures as the Trustees may establish.
- (C) The Board shall be responsible for and shall establish rules governing the use of the College name by the College organizations and clubs.
- (D) No faculty by-laws, dealing with terms and conditions of employment, as defined by the Public Employment Relations Board, shall supercede this Agreement, unless approved by the Trustees.
- 1002 Nothing herein contained shall limit or restrict the right of the Board of Trustees or the Administration to determine and approve policy of the College independently of the Faculty.
- 1003 The Trustees shall honor the established Faculty By-Laws, which may be amended according to the procedures provided therein consistent with the purpose and duties of the Faculty as defined in Section 1002, provided that no by-laws which contain terms and conditions of employment shall be changed or added without the approval of the Board of Trustees at a duly convened meeting and the approval of the Association.
- 1004 The provisions of Section **1001** of this article relating to the approval or disapproval of any policy recommendation of the Faculty by the Board of Trustees shall not be

subject to Article 19 of this Agreement relating to disagreements or to review by any court or administrative agency.

ARTICLE 11
WORKLOAD

WORKLOAD TEACHING FACULTY

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

<u>Classification</u>	<u>Fall</u>	<u>Spring</u>	<u>Annual</u>
(i) Chairperson	6	3	9 contact hours
(ii) Lecture	15	15	30 credit hours
(iii) Lecture-Laboratory	18	18	36 contact hours
(iv) Nursing	15	15	30 contact hours

An employee's workload shall be calculated in accordance with the following rules:

1. If the load of an instructor is equal to or more than the minimum credit hours, and is not more than the minimum contact hours, the instructor is classified as a lecture person and the instructor's overload is calculated on the basis of contact hours in excess of the required credit hours (e.g., an instructor who teaches 15 credit hours/17 contact hours is classified as a lecture person and paid 2 hours overload).
2. If the load of an instructor is equal to or more than the minimum contact hours, and is not more than the minimum credit hours, the instructor is classified as a lecture-laboratory person and the instructor's overload is calculated on the basis of contact hours in excess of the required contact hours (e.g., an instructor who teaches 13 credit hours/21 contact hours is classified as a lecture-laboratory person and paid 3 hours overload).

3. An instructor's classification will normally be determined each semester, and overload will be paid as per Article 1205.1. Final classification of an instructor will be calculated on an annual basis in the following situations:
 - (a) If the load of an instructor in the fall semester is less than both the minimum credit and the minimum contact hours (i.e., underloaded);
or
 - (b) If the load of an instructor in the fall semester is equal to the minimum credit hours and the minimum contact hours (i.e., at load in both categories); or
 - (c) If the overload in the fall semester is calculated to be equal in both categories; or
 - (d) If the overload calculation on an annual basis is greater than the combined fall and spring calculations.
4. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, the instructor's classification is determined by which difference is larger.

If the instructor is classified as a lecture person, the overload is calculated on the basis of contact hours in excess of the required credit hours. If the instructor is classified as a lecture-laboratory person, the overload is calculated on the basis of contact hours in excess of the required contact hours.
5. If the load of an instructor is equal to the minimum credit hours and the minimum contact hours, or is more than both the minimum credit hours and

the minimum contact hours, and the difference between actual and minimum credit hours and actual and minimum contact hours is the same, then the instructor will be classified as a lecture person, and overload is calculated on the basis of contact hours in excess of the required credit hours.

6. If an instructor is underloaded in both classifications on an annual basis, such underload will be calculated by whichever difference is smaller (18 contacts minus the number of contact hours being taught or 15 credits minus the number of credit hours being taught) and will be made up through contact hours in one of the following ways:

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

- (b) a substitute workload assignment as approved by the President.

The primary purpose of assigning a substitute workload is to enable an instructor to meet load. It is not intended to compensate the instructor to the same extent and with the same overload he/she would have received in teaching a regularly assigned course. For that reason, in the event an instructor is underloaded in both classifications on an annual basis, is unable to make up the underload by additional teaching as specified (no later than the end of the next academic year) and is instead assigned a substitute workload approved by the President, the instructor will be allocated only contact hours without corresponding credit hours in the computation of his/her workload. The number of contact hours allocated for a substitute

workload must be no more than the number of contact hours needed to meet load.

7. In the event that splitting a laboratory results in a change of classification from lecture to lecture-laboratory, the instructor will continue to be classified as a lecture person during that semester, and overload will be calculated on the basis of contact hours in excess of the required credit hours.
8. Co-teaching is defined according to the following three categories:
 - A. When two instructors bring expertise from distinct disciplines to the classroom they “team teach” the course. Each receives the full credit and contact hours assigned to the course provided that 1) the course has enrolled 16 or more students and 2) both instructors participate in each class session and all related activities, such as preparations and assessments throughout the semester. Faculty are permitted to team teach only one course per semester.
 - B. When two instructors teach a practical or lab course which requires the presence of both to teach different but related learning activities in separate spaces, such as front and back end restaurant operations, they “station teach” the course. Both instructors receive the full credit and contact hours assigned to the course.
 - C. When two instructors divide their time in the classroom, they “share-teach” the course. Load in this case is prorated according to the number of sessions taught by each across the semester. For example, if each instructor teaches half of the sessions of a 3-credit course,

each receives 1.5 credit and contact hours. If one teaches 2/3 of the sessions of a 3-credit course, then he/she receives 2 credit and contact hours, and the other receives 1 credit and contact hour. (It is understood that instructors will similarly share related instructional activities, such as preparations and assessments, in a prorated manner.)

Any variations on the above model shall require the approval of the President or his/her designee.

- 1102 The hours required to be taught by each teaching employee may be reduced by the President or the President's designee for appropriate academic or other reasons. Academic administrative responsibilities, extraordinary responsibilities in the area of student activities or College-wide work, etc., are typical areas for discretionary reduction in load.
- 1103 The normal office hours assignment for consultation with students is one office hour per week for each three credits taught, with a minimum of four. To the extent practicable, such office hours should be distributed throughout the week.
- 1104 The non-teaching responsibilities of teaching faculty which occur during periods outside the regular terms shall be kept to reasonable limits but it is recognized that certain critical periods and special College needs may require their presence on campus and participation.
- 1105 The maximum number of additional courses that any full-time employee of the College may teach for extra compensation, whether in the day, or evening, including

weekends, shall be one (1) per semester and two (2) for the academic year. Any deviation from this policy shall require the approval of the President.

1106

WORKLOAD FOR NON-TEACHING FACULTY

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

1107

WORKLOAD FOR ACADEMIC SUPPORT STAFF

Academic support staff shall work a 35 hour week, but it is recognized that this may be exceeded during certain critical periods because of College needs. In the event that such employee shall work in excess of thirty-five (35) hours per week, such employee shall receive compensatory pay or time off at straight time rates for each hour worked up to 40 hours per week and time and one-half rates for each hour worked in excess of 40 hours, in accordance with the rules established by the Fair

Labor Standards Act. Such time is to be approved by the division chairpersons or department heads, the appropriate VP and submitted to the Office of Human Resources biweekly. Such time shall be used by an employee as mutually agreed between the employee, and his/her supervisor with the approval of the VP. Such time shall be used within the academic year and shall not be accumulated from year to year. A balance of compensatory time over 3 hours to be carried over to the next year must be approved by the President. If not approved, then must be paid or the time must be taken. Notwithstanding anything contained in this paragraph, employees who are employed as Instructional Assistants shall not be required to report to the College during the Christmas recess, the Spring recess, and any day during which classes are canceled.

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

1108 Non Teaching Faculty and academic support staff, excluding such employees whose contract specified Saturday and Sunday in their work week, shall be

compensated for each Saturday and Sunday that they work in accordance with Section 1107.

WEB BASED ACADEMIC PROGRAMS

- 1120.1 Existing SCCC faculty or adjuncts must obtain permission of the appropriate Division Chair to: a) develop and teach each new web-based course, or b) update and teach a previously developed course. Once the Chair has obtained the permission of the Vice President for Academic and Student Affairs to proceed with these plans, a web-based workload assignment may be made.
- Some courses may not be appropriate for web-based delivery. Appropriateness of a course for web-based delivery will be left to the discretion of the Division Chair. If an Instructor and Chair cannot resolve a disagreement about the suitability of a course for web-based delivery, the matter should be taken to the Vice President for Academic and Student Affairs. After appropriate consultation, the decision rests with the Chair and the Vice President for Academic and Student Affairs.
- Faculty members who develop and teach new web-based courses, or who update and teach a previously developed course, shall be assigned to teach such course a minimum of three times. Faculty members may not be involuntarily assigned to develop or to teach web-based courses.
- 1120.2 Instructors of on-line courses shall maintain office hours for online students with the same frequency and duration as maintained by instructors of on-campus classroom coursework. During the fall and spring semesters, instructors shall be present in their offices on campus and shall make themselves available to students

during designated office hours. Section 1103 shall apply to both online and on-seat courses. The office hours will be disseminated to the Chair and to the Division's support staff and they will be posted online.

1120.3 SLN/Online courses shall be observed and/or evaluated using the same procedures and assessment standards that are currently in effect for the observation and/or evaluation of on-campus classroom coursework. With appropriate advance notice to the instructor, SLN/online course instructors will be required to provide the evaluator with access to a sampling of on-line instruction and discussion with participants as part of the observation/evaluation process.

1120.4 Instructors will be paid \$500 for developing his/her first online course. Instructors will be paid \$2,000 for development of an online course provided this request is made by the College and the course becomes the property of the College. A request of this nature will come from the Division Chairperson with approval of the Vice President for Academic and Student Affairs and does not apply to courses readily available in the catalog. Compensation for teaching all SLN courses is the same as for on-seat courses. Retroactive compensation shall be paid for the development of all online course that have been made part of the curriculum and taught at the College since the fall of 2002.

ADJUNCT TEACHING

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

course cancellation resulted in an underload. The provisions of Article 1101 Section 6 will apply.

1122 In the absence of a required special competence, no external adjunct shall be hired to teach until all members of the teaching Faculty in the division concerned have been offered the chance to teach courses which they are qualified to teach and until other administrators, non-teaching faculty and academic support staff with required qualifications registered in advance in the division concerned have been offered a chance to teach courses which they are qualified to teach and provided such teaching assignments shall not interfere with their regularly assigned duties and work schedule.

WORK YEAR AND EMPLOYEE SCHEDULE

1132 The College work year for teaching faculty shall commence not earlier than August 25th and shall end not later than June 10th or on the date of commencement, whichever is earlier. All teaching faculty are required to attend commencement, which with respect to benefit time shall be considered a full work day.

1132.1 Faculty will meet on the Thursday prior to the start of the work year as outlined in section 1132.

1133 Employees shall not be required to work on Sundays nor on more than three (3) Saturdays (unless on a voluntary basis), except employees who are specifically hired to work on Saturdays and Sundays.

1134 Any changes to the academic calendar that may impact mandatory terms and conditions of employment will be negotiated with the Association prior to implementation.

1135 Notwithstanding any other provision of this Agreement, if courses are offered on Saturdays, the employees who are qualified shall have the right to teach such courses on a voluntary basis and if there are no volunteers, the College may hire adjuncts to teach such courses.

***FLEXTIME SCHEDULING FOR NON-TEACHING FACULTY AND
ACADEMIC SUPPORT STAFF***

1136 “Flexitime scheduling” authorizes an employee to work a schedule, dictated by the specific needs of the college and its students, and subject to management review, which varies from the traditional M-F 9 to 5. Individual department managers/supervisors may assign a flexitime work schedule subject to the following conditions:

The employee consents to work flexitime or the employee’s job description stipulates a need to work flexitime.

The department bears responsibility for determining and setting staffing coverage that is adequate and sufficient to meet the operating requirements of the department and the needs of the college.

The normal work week of 35 hours, as described in the current CBA, shall be observed.

The accrual of benefit time, i.e., vacation, personal, sick, and the computation of comp and/or overtime remain the same for employees working flexitime as for those working a standard, traditional schedule.

Flexitime schedules must be evaluated over a three month trial period.

Flextime schedules may be on-going for long periods or ad hoc during a particular week. The department manager/supervisor may, at his/her discretion implement, continue, discontinue or modify flextime work schedules. At his/her discretion, the department manager has the right to return an employee to a standard work schedule. Equally, if the flextime schedule becomes burdensome to the employee, he/she may return to a five day work schedule, provided that working flextime is not required by his/her job description.

Flextime schedules may be assigned to reduce costs to the college.

All flextime requests and schedules are subject to final approval by the relevant vice president.

1137

Sullivan County Community College will close on Fridays during the summer beginning the first Friday after spring commencement. The College will re-open on Fridays, returning to a five-day work week effective the first full week in August. During the summer period, supervisors will ensure PSA members required to work a 35-hour week must demonstrate a combination of 35 hours of work and/or benefit time each week. PSA members wishing to work a compressed 35-hour work week in four days (Monday-Thursday) will be required to use a half-hour lunch break. The lunch break should not be used as work time or to make up a late arrival or early departure. Holidays will count as 8 ¾ hours of holiday time for PSA members working a compressed work week; it will count at 7 hours for those who choose not to work a compressed work week. Benefit time can be used in quarter hour increments as necessary to ensure that each employee accounts for his or her full-time schedule of 35 hours per week.

ARTICLE 12
SALARIES AND COMPENSATION

1201.1

Levels

Positions

I

Coordinator of Athletic Operations and Intramural
Coordinator of Field House Operations and Equipment
Coordinator of Wellness & Recreation Programs
Information Technology Assistant I
Instructional Assistant
Instructor
IT Specialist
Learning Services Assistant
Technical Assistant I
Technical Assistant II
Theater Manager

Levels

Positions

II

Assistant Coordinator of Network Services
Assistant Professor
Assistant to the Controller
Bursar
College Nurse

Computer Programmer - Enterprise Applications

Computer Support Specialist

Data Development Specialist

Facilities & Program Coordinator

Financial Aid Officer

Head Men's Basketball Coach

Hospitality Steward and Facilities Coordinator

IT and Media Technician

Levels

Positions

III

Academic and Personal Success Advocate

Admissions Counselor

Assistant Controller

Assistant Director of Financial Aid

Assistant Director of Public Safety/Peace Officer

Associate Professor

Career Planning and Transfer Advisor

Coordinator of Enterprise Applications

Coordinator of First Year Experience - Academic Advisor

Coordinator of First Year Experience, Orientation & Academic Advisor

Coordinator of Information Technology - Operations

Coordinator of Network Services

Coordinator of Registration Services

Coordinator of Retention Services & Academic Advisor

Coordinator of Student Activities

Counselor

Instructional Technologist

Instructional Technologist/Computer Aided Instruction Learning Specialist

Instructional Technologist/Computer Aided Instructional Specialist

International Outreach Coordinator

Librarian

Levels

Positions

IV

Director of Admissions

Director of Admissions and Registration Services

Director of Athletics

Director of Buildings and Grounds

Director of Financial Aid

Director of Institutional Computing

Director of Learning and Student Development Services

Director of Library Services

Director of Public Safety/Peace Officer

Director of Registration Services/Registrar

Director of Special Events and Campus Activities

Director of Student Activities

Professor

1201.1 After mutually verifying February 7, 2014 salaries, employees' base pay shall increase by 12.0% in year one (2013-2014) or \$5,000 added to the base, whichever is higher; by 2.0% in year two (2014-2015), and by 3.0% in year three (2015-2016).

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

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

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

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

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

1203.3 Promotional increases provided in this paragraph (1203) shall be paid beginning September 1, following notice of the promotion.

1204 Division chairpersons shall have a minimum teaching workload of 9 contact hours annually (six hours in the fall and 3 hours in the spring) and shall receive overload compensation for each hour in excess of the minimum hours.

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

<u>Position</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Professor	\$669	\$669	\$669
Assoc. Prof.	644	644	644
Asst. Prof.	617	617	617
Instructor	592	592	592

- (a) Overload compensation shall be paid in each term on a per hour basis for each hour taught in excess of the term minimum hour workload set forth in Section 1101 at the applicable rate for each academic rank.
- (b) Overload compensation shall be paid in two installments at the middle and end of each term for which such compensation is due.

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

1205.3 Faculty compensation for an Independent Study course will be ½ contact hour per student without corresponding credit hours (0 credit hours). In no case will Independent Study courses include more than two students.

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

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

1206.3 Stipends will continue to be employed on an annual case-by-case basis as determined by management.

1207 **TEACHING FACULTY SUBSTITUTES**

- (a) Substitutes should be arranged by the respective Faculty Chairperson in consultation with the Vice President for Academic and Student Affairs.
- (b) The Chairpersons of the absentee faculty member(s) will notify the Vice President for Academic and Student Affairs as to the cause of the absence.
- (c) Pay will begin as of the substitutes first contact hour.
- (d) Substitutes will be paid in accordance with their rank except that anyone teaching during intersession or summer terms shall be paid at the Professor rate.

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

1225 **ADVISEMENT**

- a) Advisement of an average of 20 students per semester (or completion of a mutually agreed upon student success project) is a required component of teaching faculty workload.

Payment for advisement beyond 25 students, excluding such employees whose contract calls for additional advisement, is subject to administrative pre-approval and will be paid each semester using the following formula:

26-45 students per semester = equivalent of .5 contact hour

46-60 students per semester = equivalent of 1.0 contact hour

Effort will be made to match students to advisor expertise.

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

- b) Assignment of advisement will not be limited to teaching faculty. Non-teaching faculty and academic support staff who volunteer and are selected to advise students are expected to increase their office hours at appropriate times during the semester to accommodate the needs of their advisees.

Payment for advisement will be as follows and will be paid each semester:

15-30 students per semester = equivalent of .5 contact hour

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

Effort will be made to match students to advisor expertise.

- 1226 The employees of the Admissions Department shall be paid overtime compensation at the rate of \$70.00 for each one-half day in excess of two half days worked by such employee in any 24-hour calendar day, provided such work is performed outside the County of Sullivan and written authorization for overtime compensation is obtained from the Dean of Enrollment Management and Student Development Services in advance of the performance of such work. Nothing contained in this section shall be deemed to exclude the accrual of compensatory time for overtime worked except overtime for which payment is received shall not be accrued.

1231 **SALARY PERIOD AND APPOINTMENT YEAR**

All employees subject to this Agreement shall have their regular appointment year commence September 1 and terminate as of August 31 and shall be paid over a

period of twelve months unless terms or conditions of their appointment otherwise provide.

1232 A member of the teaching faculty who finds it necessary to resign his/her position at the conclusion of the first semester shall receive one-half of his/her annual salary provided he/she submits his/her resignation by September 1.

1233 **LONGEVITY COMPENSATION**

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

Continuous Period of Employment

Completed as of August 31	Longevity Bonus
5 years	\$ 500
10 years	\$ 750
15 years	\$1000
20 years	\$1250
25 years	\$1500

1233.1 The longevity bonus shall be payable in November following completion of the continuous period of employment. Payment is subject to such employee having been employed on August 31 and being still in the employment of the Employer on the pay date.

MERIT BONUS

1234 The supervisor may recommend a merit bonus between \$500.00 and \$1,500.00 for any employee who receives a performance review of satisfactory or above. Final approval of merit bonus will be granted by the President.

ARTICLE 13
APPOINTMENTS TO THE TEACHING FACULTY
AND NON-TEACHING FACULTY

1301 Effective September 1, 1996, appointment to the teaching and non-teaching faculty will no longer include individuals holding titles of Director of Admissions, Admissions Counselor, Admissions Assistant, or any other title given to individuals hired specifically for recruiting purposes. They will be members of the academic support staff.

1301.1 Employees who are appointed to the teaching faculty and non-teaching faculty shall hold academic rank of instructor, assistant professor, associate professor or professor. All counselors and librarians shall have rank.

1302 Employees shall be appointed to a term appointment of from one to four academic years. They may be reappointed to a term appointment of from one to three years, provided that the original and subsequent appointments shall not exceed a total of four years. If an employee is notified of the intention not to grant continuing appointment before the conclusion of the third year of service to the College, then the fourth year will be the final year of employment.

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

1304 The appointment of teaching faculty or non-teaching faculty who are granted continuing appointment shall not be affected by any changes in rank and shall continue unless terminated in accordance with the termination procedures under Article 17 or retrenchment under Article 18.

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

1306 As a result of the reorganization of divisions, some program placements in different divisions from their original locations called into question the issue of rank and seniority in the new division, as well as in the former division. To ensure that there is no loss of either rank or seniority, the PSA and Administration hereby agree that all faculty will maintain their rank, seniority, and tenure in both their former and present divisions.

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

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

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

- (b) At least twelve (12) months before the expiration of an appointment after two (2) or more years in the institution.

Notices of reappointment shall be personally delivered to faculty members with a written receipt of acceptance, or shall be delivered to faculty members by certified mail, return receipt requested.

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

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

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

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

1407 All appointments and reappointments shall be subject to Article 18 - Retrenchment.

ARTICLE 15
APPOINTMENT - NON-REAPPOINTMENT OF
ACADEMIC SUPPORT STAFF

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

1502 An employee may be given a temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion. A full-time temporary appointment through a staffing agency may be made for a period not exceeding twelve (12) weeks to a position temporarily vacant due to the leave of absence of a PSA member when the need for such service is important and urgent. Notification of the need to hire a temporary leave replacement must be provided to the PSA prior to contacting a staffing agency for a temporary employee. Successive full-time temporary appointments through a staffing agency may not be made to the same position after the expiration of the initial twelve week period of leave replacement unless the vacancy, as determined by the Management and Association Committee, would cause undue harm to the College.

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

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

- (a) After three (3) years, a two (2) year contract.
- (b) After five (5) years, a three (3) year contract.

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

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

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

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

ARTICLE 16
EVALUATION AND PROMOTION
FOR
TEACHING FACULTY NON-TEACHING FACULTY

1602 **EVALUATION OF FACULTY ON TERM APPOINTMENT**

1602.1 The Chairperson of each instructional division and at least two (but no more than four) members of the instructional division who are on continuing appointment (elected for a one-year term by all members of the instructional division on

continuing appointment) shall constitute the Instructional Division Committee on Evaluation of Faculty on Term Appointments.

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

1602.3 The Vice President for Academic and Student Affairs shall forward this recommendation along with her/his own to the President for action at least one week prior to the date of the notice of reappointment specified in the PSA contract.

1602.4 Each person on a term appointment shall receive a written evaluation of his/her work from the instructional division committee each semester. A copy of this evaluation shall be filed with the Vice President for Academic and Student Affairs.

1602.5 Until such time as a sufficient number of faculty on continuing appointment is present within an instructional division, or in the case of the evaluation of non-teaching faculty, the following exceptional procedure will be used: The Vice President for Academic and Student Affairs will convene a Committee on Evaluation of Faculty on Term Appointments comprised of the pertinent Division Chair or non teaching faculty supervisor and at least two (but no more than four) members on continuing appointment from relevant divisions or departments. Once convened, the committee will conduct its evaluation and make its recommendation as per the usual terms of sections 1602.2, 1602.3, and 1602.4.

1603

PROMOTION OF FACULTY

1603.1

Minimum Qualifications for Consideration

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

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

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

1603.2

The President may waive these requirements if, in the President's judgment, said waiver will serve the best interest of the College.

1603.3

Promotions will normally be approved by the Board of Trustees at the July meeting, to become effective the following September 1.

1604

PROCEDURE FOR PROMOTION OF FACULTY

1604.1

The Office of Human Resources submits to the Vice President for Academic and Student Affairs a list of faculty who meet the minimum standards for promotion.

1604.2

The Vice President notifies the Division Chairs which faculty in their respective divisions are eligible to apply for promotion. Division Chairs in turn notify individual faculty members of their eligibility.

1604.3

Each eligible faculty member submits a portfolio of personnel material (the "promotion portfolio") that is to be used by the Division Chairperson to make a recommendation for promotion. Any detrimental performance data which predates a

faculty member's last promotion is not used in the assessment of the faculty member's eligibility for the next promotion.

1604.4 The President convenes "Promotion Hearings" at which Chairs rank and advocate for the promotion of the eligible candidates from their respective divisions who have submitted promotion portfolios.

1604.5 During the "Promotion Hearings" the Vice President for Academic & Student Affairs provides relevant input on each candidate, when warranted.

1604.6 After consulting with the Vice President, the President, sets the final list of recommended promotions in a resolution for action by the Board of Trustees.

1604.7 The Board of Trustees acts upon the resolution.

1604.A **PROCEDURE FOR PROMOTION OF ACADEMIC SUPPORT STAFF**

An identical process to that of faculty promotion described above is followed, except that directors or supervisors execute the duties of the Chairs, and where appropriate when the academic support staff member falls under their management other Vice Presidents, Deans, or Management Confidential administrators replace the Vice President for Academic and Student Affairs.

1605 **CRITERIA FOR PROMOTION OF FACULTY**

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

1. Effectiveness with Students
 - a. Teaching ability: Success in securing optimum progress on the part of students; resourcefulness, the ability to vary classroom procedure in order to stimulate the interest and the intellectual curiosity of her/his students; the

ability to inspire students to think for themselves; and a genuine and contagious interest in the subject he/she teaches.

- b. Advising Ability: An appreciation and respect for young people; a patient and tactful manner of meeting them on common ground; an appreciation of their viewpoint; and a sympathetic understanding of their problems.
 - c. Character and Personality: Integrity; conscientiousness; objectivity; cooperativeness; maturity; tact; enthusiasm; sense of humor; a high sense of professional responsibility.
2. Scholarship
- a. Increased command of one's special field, through graduate study, independent study, creative work, attainment of professional degrees, travel and related experience.
3. General Educational Activity
- a. Willingness to assume responsibility for participating in College activities and to work constructively within them.
 - b. Contributions to educational programs and administrative work of the College, other than teaching.
 - c. Contributions to the objectives and to the work of the instructional division.
 - d. Student counseling and assistance to student organizations.
 - e. Quality of relationship to the community and general community participation.
 - f. Participation and leadership in professional societies.

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

1606

LIBRARY AND STUDENT PERSONNEL

1606.1

All the procedures and criteria (where applicable) contained within this article shall also apply to the professional staff of the Library and to the professional staff of Student Personnel.

1606.2

The Dean of Student Development Services and the Director of Library Services will follow the same promotion procedures as the division chairpersons.

1607

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

1608

The College and the PSA will form a joint committee to review the tenure and performance review process.

ARTICLE 17

PROCEDURES FOR TERMINATION AND DISCIPLINE

1701

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

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

1. If a supervisor believes that an employee is subject to discipline, the supervisor shall convene an informal meeting to discuss the potential discipline with the employee with the aim of assisting the employee to correct the behavior or performance.
2. If the supervisor believes that the employee is subject to discipline, the supervisor shall verbally warn the employee.
3. If the supervisor believes that the employee has failed to improve performance or behavior with respect to the matter discussed with the employee pursuant to this policy or is subject to further discipline, the supervisor shall meet with the employee, and provide in writing, method(s) for correcting said deficiencies with appropriate time lines for compliance.
4. If the supervisor believes that the employee has failed to take corrective action with respect to his/her performance or conduct following the written directive(s) hereinabove provided, the supervisor shall place a written notation in the personnel file of the employee, providing the employee with a copy to which the employee may respond.
5. Copies of such documents shall be provided to the President. If the employee reports directly to the President, copies of such documents shall be provided to the Board of Trustees.

Formal Procedure

1. An employee who is the subject of discipline pursuant to this Article shall be provided with a written statement of charges by the President or his/her designee, setting forth the alleged facts with sufficient particularity to

identify the action(s), dates and times of the alleged inadequate performance or neglect of duties or misconduct. The charges shall be personally served on the employee, or served by Certified Mail – Return Receipt. The employee shall have fifteen (15) working days from receipt of the charges to answer the charges in writing. The answer shall be directed to the signatory of the written charges and served in a manner as stated hereinabove. Formal charges may be settled at any time prior to the issuance of an award by the arbitrator.

2. Pending the hearing and determination of charges as provided herein, the employee against whom such charges have been preferred and served may be suspended without pay by the President for a period not exceeding sixty (60) calendar days. If charges are dismissed, the employee shall be reinstated with back pay.
3. If the employee disagrees with the charges, he/she may file a Demand for Arbitration with the Public Employment Relations Board within fifteen (15) working days of receipt of the charges. A copy of the Demand for Arbitration shall be simultaneously mailed to, or served upon, the office of the President.
4. The employee may be represented by Counsel and/or other Association representative(s) at every stage of the proceeding. The employee may subpoena witnesses and documents on his/her behalf. No reprisals shall be taken against any person called by an employee in defense of such employee.

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

ARTICLE 18
RETRENCHMENT

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

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

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

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

1804 **LABOR - MANAGEMENT LAYOFF COMMITTEE**

- (a) A Labor Management Layoff Committee shall consist of any three members of the Trustees and three members of the Association and shall convene

within 5 calendar days, exclusive of Saturdays, Sundays and holidays, after the date upon which the Trustees shall declare that personnel shall be laid off or positions abolished.

- (b) The Committee will discuss alternatives to layoff, other adjustments in programs, courses and curricula in order to reduce any proposed layoffs to a minimum. The Trustees shall make every reasonable effort to comply with the recommendations of the Committee.
- (c) The Committee shall approve or disapprove exemption from layoff because of special qualification. In the event that the Committee shall disapprove a request for exemption or fail to act for any reason, with respect to a request for an exemption from layoff because of special qualifications, the Trustees may take such action as the Trustees deem appropriate. Such action shall be neither arbitrary nor capricious and shall be subject to review as provided in paragraph (d) of this section.
- (d) Decisions of the Board of Trustees with respect to the order of layoff or the granting of an exemption from layoff, may be challenged by the Association or any employee adversely affected, provided that the action of the Trustees does not agree with the recommendation of the Committee, by instituting an arbitration proceeding within 10 days after posting by the Trustees of the names of personnel affected.
- (e) All expenses and costs of the arbitrator shall be borne equally by the College and the Association or the employee initiating the arbitration.

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

(a) Temporary or Part Time Employees

(b) Full Time Term Employees

(c) Full Time Continuing Appointment Employees

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

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

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

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

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

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

1810 For a period of three years following layoff, an employee removed as a result of layoff shall be offered re-employment to the same or similar positions at the College should an opportunity for such re-employment arise. Any offer of re-employment pursuant to this section must be made by certified letter, return receipt requested, to the employee at the last known address and the reply of acceptance must be received

by the college within fifteen (15) days after the date of receipt of such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event that such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this section. In the event of such offer of re-employment, shall receive the following benefits to the extent applicable under paragraphs 1811 through 1814 of this article. The employee must demonstrate that he/she has the skills and, if not, the College will pay the expenses of updating his/her skills.

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

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

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

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

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

ARTICLE 19
DISAGREEMENTS

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

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

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

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

- (a) the disagreement procedure may be by-passed by mutual agreement in writing, and
- (b) the disagreement may then be submitted directly to the President of the College or his/her designee.

DISAGREEMENT PROCEDURE

1905

- Step 1) Within sixty (60) calendar days of the acts or circumstances giving rise to the disagreement, an employee in the unit shall reduce the disagreement to writing, setting forth the facts of the disagreement and the relief sought, and submit the disagreement to the Associate Vice President or Planning, Human Resources and Facilities. The Associate Vice President shall investigate the disagreement, hold a meeting with the employee or his/her representative and the Association and render a written decision on the disagreement to the employee, his/her representative, if any, and the Association within thirty (30) calendar days after notification.
- Step 2) If the disagreement is not resolved in Step 1, the employee or his/her representative and the Association shall submit the disagreement to the President within fifteen (15) calendar days of the receipt of the decision rendered by the Associate Vice President of Planning, Human Resources and Facilities, or from the date the decision would have been due. The President or designee shall investigate the disagreement, hold a meeting with the employee, his/her representative, and the Association and render his/her decision in writing to the employee, his/her representative and the Association within fifteen (15) calendar days after completion of his/her

investigation but in no event more than thirty (30) calendar days after receipt of the written disagreement.

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

1907

ARBITRATION PROCEDURE

- (A) When a disagreement remains unresolved through the disagreement procedure, it may be referred to arbitration by the Association. The parties shall first attempt mutually to agree upon an arbitrator, and if such cannot be done, either party may request a list of impartial arbitrators from the Director of Conciliation of the New York Public Employment Relations Board. The parties will select an arbitrator in accordance with the rules of the Board. The arbitrator shall make a decision that is final and binding on both parties.
- (B) The arbitrator shall be requested to render a decision within twenty (20) days of the close of the hearing.
- (C) The arbitrator's expenses and fees shall be borne equally by the College and the Association or the employee initiating the arbitration.
- (D) The arbitrator shall not have authority to amend, modify or delete any provisions of the Agreement.

ARTICLE 20
MEMBERSHIP IN RETIREMENT SYSTEMS

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

2002 **RETIREMENT**

2002.1 Employees shall notify the President in writing four (4) months prior to the intended date of their retirement.

2002.2 A retirement notification incentive of \$1,500 will be paid to employees that notify the college by November 1 of their intention to retire at or before the start of the next academic year (i.e., the start of classes in August of the following year). Individuals that notify the college within ten days of the ratification of this contract of their intent to retire before the start of the next academic year, will receive an additional \$1,500 incentive. Incentives will be paid at the time of retirement. Notice of intent to retire cannot be rescinded.

Proposal will be modified to permit employees who wish to retire at the end of the 2013-2014 academic year to notify the college within ten (10) days of contract ratification to qualify for both retirement incentives (or \$3,000).

2003

HALF-TIME SCHEDULE PRIOR TO RETIREMENT

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

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

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

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

2011

LIFE INSURANCE

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

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

2022

HEALTH INSURANCE

2022.1

All employees shall be eligible to participate in the College's medical and health insurance program. Health care cost for employees with family coverage will increase to 9% of the premium effective September 1, 2014. Health care costs for employees with individual coverage shall remain at the current dollar amount until that cost equals 10% of the premium, at which time they shall pay 10% of the premium.

Any employee may decline health insurance in any given year upon providing verifiable evidence of alternative coverage. The College and the PSA will form a joint committee to review NYSHIP's policy requirement for health insurance buy-outs for people who decline coverage. Additionally, the committee will discuss the feasibility of restructuring retirement health care benefits with the intention of maintaining exact equivalent coverage at savings to the College. Currently, an employee who is employed for two semesters or one academic year (salary paid over 12 months) and who declines health insurance for the entire academic year shall receive a payment of one thousand five hundred dollars, (\$1,500.00) and will not be required to pay the annual employee contribution to the plan. An employee who is employed for at least one semester (salary paid over 6 months) but less than one academic year and who declines health insurance shall receive a payment of seven hundred fifty dollars (\$750.00) and will not be required to pay the annual employee contribution to the plan. Re-enrollment eligibility will be offered annually or upon the occurrence of an event resulting in the loss of coverage, with a pro-rated payment of the employee contribution.

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

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

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

2031

DISABILITY INSURANCE

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

2041

LIABILITY INSURANCE

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

2051

S.C.C.C. COURSES

All employees shall be entitled to free tuition for 30 credits per year for courses offered by the College internally on a space available basis except that F.S.A. fees, College fees, and any out-of-pocket costs incurred by the College shall not be waived. If the employee chooses not to use the 30 credits, these credits may be delegated to a dependent child, spouse or same sex domestic partner who is not an employee of the College. A dependent child is defined as children under age 25 (biological, legally adopted, as well as stepchildren) who are dependent upon the employee for support, included on the employee's income tax return, or have their principal residence with the employee. A domestic partner is defined as a same sex partner involved in a lifetime committed relationship and who has been and continues to be financially interdependent with the employee. To prove domestic partnership, the employee must provide proof of residency and financial interdependence over at least the prior 12 months. Any dependent receiving this benefit must meet all College admissions and academic requirements. Employees whose dependents are receiving this benefit are responsible for reporting any changes

in dependent status. Credits that are not used will carry forward to the succeeding year.

2052 Employees taking course work at the College shall not be excused from their work responsibilities, except when requested by their supervisors for professional development purposes.

2061 **MEDICAL ASSISTANCE**

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

**ARTICLE 21
LEAVE**

2101 **SABBATICAL LEAVE**

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

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

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

- 2101.4 A written application for sabbatical leave shall be submitted to the President as far in advance as possible of the requested date of the leave but in no event later than six (6) months in advance of the beginning of the academic year in which the sabbatical leave is to take place. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience, limited to one semester, shall state their specific educational objective in direct relation to the applicant's field of endeavor. The applicant will be notified no later than April 15th for the Fall semester or November 15th for the Spring semester.
- 2101.5 Sabbatical leave recipients shall remain employees of the College and the salary shall be subject to the normal deductions for social security, income taxes, health insurance and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled, or a comparable position, at a salary equal to that the employee would have received had the employee been in regular attendance at the College during the period of sabbatical.
- 2101.6 Upon return from sabbatical leave, the employee will submit to the President, through the appropriate Vice President, a detailed report inclusive of appropriate records and data relative to such leave and make a presentation to the College community.

2102.1

VACATION LEAVE

Members of the academic teaching faculty shall be granted a break between each semester and at least two calendar months of annual vacation leave during the summer months, with the beginning and ending dates to be determined by the academic calendar.

2102.2

Employees of the non-teaching faculty and the academic support staff shall be granted annual vacation leave as follows with beginning and ending dates to be determined by the supervisor consistent with the needs of the College, (and to the extent practicable, the preferences of the employee concerned):

- 44 Days or 308 hours:** Instructional Assistants and Technical Assistants II
- 36 Days or 252 Hours:** Librarian, Director of Library Services
- 25 Days or 175 hours** All other positions

2103

PERSONAL LEAVE

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

2104

JURY DUTY

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

2105.1

SICK LEAVE

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

2105.2

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

2105.3

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

2105.4

On August 31 of each year during the term of this Agreement, each employee who has accumulated more than the maximum accrual of sick days shall receive payment

on a per diem basis for the accumulated sick days in excess of such maximum accrual allowed during each work year as follows:

50% for entire term of this Agreement.

For the purpose of determining the rate of compensation under this section, a ten (10) month employee shall divide base salary by 200; a Librarian shall divide base salary by 210; an eleven (11) month employee shall divide base salary by 220. Sick days shall include any personal days added pursuant to Section 2105.3. Compensation paid to the employee pursuant to this section shall be deemed the sole and exclusive compensation for all such days accrued. Employees hired after February 7, 2014 are not eligible for this buy-back compensation.

- 2105.5 All sick leave accruals can only be used by the Employee in half-day or day units, except for those employees receiving vacation time who shall be permitted to use personal time in quarter-hour increments.
- 2105.6 In special circumstances the President may grant employees of the unit additional sick leave with full salary not to exceed 20 class or working days during each year of service with the College.
- 2105.7 The Trustees of the College may grant employees of the unit additional sick leave not to exceed two years, comprised of not more than six calendar months with full salary, six calendar months with half salary, and one calendar year without salary.
- 2105.8 During the absence on sick leave of members of the academic teaching staff of the College, the President shall make appointments for carrying on the activities of the College with due regard to the reasonable workload of other members of the academic teaching staff, and such persons on sick leave shall not be required or

permitted to contribute toward the salary of the substitutes during their absence, except that where the absent employee is carrying an overload at the College, he/she will be subject to such requirement when it is necessary to pay a substitute for overload coverage and such payment shall be deducted from the overload salary of the employee who was absent.

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

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

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

2106.1 *MATERNITY LEAVE*

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

2106.2 Disabilities caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities. The employee may also request health insurance coverage under COBRA at her expense.

2106.3 When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence. Such leave shall not be for more than twelve calendar months. Extension of maternity leave shall be permitted upon request, but not to exceed a period of one year from the end of the original year.

2106.4 The period of unpaid maternity leave shall not be credited toward salary increases, if any, nor for credit toward a continuing appointment.

2106.5 Employees shall provide to the President statements as appropriate, from their physician confirming the beginning and termination of the temporary disability period.

2107 **ASSOCIATION LEAVE**

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

2108.1 **MILITARY LEAVE OF ABSENCE**

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

2108.2 Persons on military leave shall receive all credits permitted by law.

2108.3 Members of the active reserve corps who must regularly spend some time on active duty each year shall request tours of duty which fall during their vacation periods. If such tour of duty must be scheduled during a period which is normally a working period, then the person will receive full pay and fringe benefits for that period, less pay received for the military tour of duty which necessitates absence from attendance, upon resuming normal College duties.

2109

BEREAVEMENT LEAVE

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

2109.1

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

2110.1

LEAVE OF ABSENCE WITHOUT PAY

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

2110.2

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

2110.3 The employee shall not lose his/her seniority if the period for the leave of absence without pay is two years or less but the President may, upon the employee's request and at the President's discretion, extend the period up to a maximum of three years.

2110.4 An employee on leave of absence without pay shall retain seniority, subject to Section 2121.3 above, but shall not accumulate additional credit toward continuing appointment or sabbatical leave.

2111 **LIMITATION ON ALL LEAVES OF ABSENCE**

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

ARTICLE 22
CAMPUS MEETING FACILITIES

2201 Upon reasonable advance notice and according to College procedures, campus meeting facilities, appropriate to the nature and size of the meeting(s), shall be made available to the Association by the College provided no conflict shall exist with prior scheduled uses of such facilities.

2202 The Association shall pay the reasonable additional expense incurred in the furnishing of such meeting facility.

2211 **BULLETIN BOARDS**

A bulletin board will be made available for the exclusive use of the Association. The Association shall have the right to post notices and other written communications with respect to the terms and provisions contained in this Agreement or with respect

to any matters involving collective bargaining, provided, however, that such notices or communications shall not contain anything reflecting personally upon the Trustees, Sullivan County Legislature or any of the employees or elected officials.

2211.1 All openings for full-time bargaining unit positions will be posted on the College web page and posted on the bulletin board outside the Human Resources Office. Current employees who apply before the application deadline and who meet the minimum qualifications for the position will be granted an interview.

2221

PERSONNEL FILES

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

2222

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

2223

A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of the College, may examine the official personnel file of the employee, except for the limitations

provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the College.

2224 Copies of materials in an employee's official personnel file to which he/she is permitted access pursuant to provisions of this article shall be made available to the employee upon his/her written request and at his/her expense, and he/she may file a statement in response to any such item.

2225 Unless prohibited by law, an employee shall be notified of any request for access to his/her official file other than related to official College purposes.

2226 The College and the Association shall share the expense of printing 300 copies of this contract.

2227 The responsibility for distribution to all employees now and hereafter employed shall be that of the Association.

ARTICLE 23 **NOTICES**

2301 Notices required to be sent by the College to any employee shall be made by first class mail to the address of the employee in the official records of the College. The employee shall notify the College in writing of any change in his/her address. The College shall make a good faith effort to contact employees, if necessary.

Similar, notices which are required to be sent to the College from any employee shall be made by first class mail.

ARTICLE 24
CHANGES IN AGREEMENT

2401 This Agreement constitutes the entire agreement between the parties.

2402 Nothing contained in this Agreement shall preclude representatives of the Trustees or their designee from meeting with representatives of the Association to discuss this Agreement. This Agreement may be modified only in writing, signed by all the parties.

2403 The waiver by any party of any term or condition of this Agreement or the failure of any party to insist on strict performance of the terms and conditions herein contained, shall not constitute a waiver of failure in any subsequent case.

ARTICLE 25
SEVERABILITY CAUSE

2501 If any provision of this Agreement shall be contrary to law or shall be held invalid by any Court or agency, the invalidity of such section shall not affect any other provision of the Agreement and the parties shall enter into immediate negotiation to replace such invalid provision.

ARTICLE 26
SUB-TITLES

2601 The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any of the provisions and terms set forth herein.

ARTICLE 27
MANDATED PROVISIONS OF THE LAW

2701 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 28
TERMS OF AGREEMENT

2801 This Agreement shall be effective from September 1, 2009 and shall terminate on
August 31, 2016.

2802 No term or provision of this Agreement shall survive the termination of this
Agreement. Notwithstanding anything to the contrary herein contained, in the
absence of an Agreement effective on and after September 1, 2016, each employee
covered by this Agreement will continue to receive the same base salary and be
subject to all the other terms and conditions of employment herein set forth until the
implementation of a successor Agreement. In absence of an Agreement effective on
and after September 1, 2016, no employee shall receive an automatic, non-negotiated
increase in base salary, overload compensation or other benefits. Negotiations for a
successor Agreement to this Agreement shall begin not later than January 2, 2016.

SULLIVAN COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES:

BY: Nicholas P. Speranza — 7/17/14
Nicholas P. Speranza, Chairman Board of Trustees Date
Sullivan County Community College

PROFESSIONAL STAFF ASSOCIATION SULLIVAN COUNTY COMMUNITY COLLEGE:

BY: James M. Winderl — 7/17/14
James Winderl, President Date
Professional Staff Association
Sullivan County Community College