

**Collective Bargaining Agreement Between
SEIU Local 200United
and
SUNY Schenectady County Community College
2025-2028**

PREAMBLE

This is a Collective Bargaining Agreement made and entered into this 2nd day of February 2026, by and between SUNY Schenectady County Community College ("Employer" or "College") and its sponsor, the Legislature of Schenectady County ("Legislature"), and the Service Employees International Union, Local 200United ("Union").

DEFINITIONS

The term *Adjunct Faculty Member* includes unit members appointed as an Adjunct Professor or as a Music Lesson Instructor.

The term *Adjunct Professor* means a unit member employed to teach a credit-bearing course, which is not a music lesson, by a Division Dean.

The term *Music Lesson* means providing a lesson to one or more students on an instrument, once per week over the course of a semester, for which the Music Lesson Instructor gets paid one music lesson unit per student.

The term *Music Lesson Instructor* means a unit member employed to provide a music lesson to a student in the School of Music.

The terms Credit Hour and Contact Hour will have the meaning ascribed to them in the Academic Code.

ARTICLE 1 - UNION RECOGNITION AND NO STRIKE AGREEMENT

The College and Legislature pursuant to Section 207 of Article 14 of the Civil Service Law, hereby recognizes SEIU, Local 200United as the sole and exclusive bargaining agent for the purposes of Collective Bargaining with respect to terms and conditions of employment and the administration of grievances arising thereunder on behalf of a unit consisting of all adjunct teaching faculty members, who do not hold positions in the administration of the College, or who are not members of another bargaining unit represented at the College.

Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.

Should additional colleges, branches, or teaching locations be established, all adjunct teaching faculty employed by the College therein shall be covered automatically by the terms of this Agreement.

The Union agrees that it will not engage in, cause, instigate, encourage, or condone any strike, concerted

work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Union will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce the provision of law applicable in the event of a strike.

ARTICLE 2 - BARGAINING UNIT INFORMATION

- A. Preliminary List. The College will provide to the Union a preliminary list of all Adjunct Faculty Members covered by this Agreement no less than one (1) week prior to the first day of any session (note: numerous start dates may occur within a semester); however, the list is subject to change and classes are subject to cancellation based on enrollment.
- B. Adjunct Load List. The College will provide to the Union the Adjunct Load list no later than the Part of Term Two Drop Date for each Fall or Spring, and two (2) weeks after the start of each Summer semester. This list will include the following information:
 - i. Name, home address, mobile and any other phone number (if available), and personal (if available) and college email;
 - ii. Date of hire, adjunct level, number of credit hours taught at current level and in total, pay rate, division, teaching field(s); and
 - iii. All courses/sections/lessons currently assigned to the unit member and his/her current number of credit hours/lessons.
- C. General Statement. All lists will be provided in a sortable excel format.
- D. Changes to Bargaining Unit List. The College will notify the Union of any changes (separations, new hires, etc.) to the Adjunct Load List that take place during the semester in writing.
- E. Effective with the 2026-2027 academic year, the College will maintain records of music lessons taught by Adjunct Faculty Members serving as Music Lesson Instructors over the duration of this Agreement and will provide this information to the Union upon request.

ARTICLE 3 - UNION SECURITY

- A. Upon receipt of an Adjunct Faculty Member's written authorization, the College shall deduct from that Adjunct Faculty Member's salary each pay period such union dues as have been duly established pursuant to the SEIU Local 200 United Constitution and Bylaws, and remit same promptly to the Union, together with a list of the names of Adjunct Faculty Members from whose salaries such deductions were made.
- B. Payment of union dues may be made via the check-off procedure provided by this Article. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by an Adjunct Faculty Member arising from deductions made by the College hereunder or from the enforcement of this Article.

- C. The College further agrees to deduct voluntary contributions made by Adjunct Faculty Members to the SEIU Local 200 *United Committee on Political Education* (COPE) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the Adjunct Faculty Member.
- D. The Union shall be ultimately responsible for obtaining executed written assignments from existing Adjunct Faculty Members. However, the College shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this Agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the Adjunct Faculty Member and returned to the College shall be promptly remitted to the Union. The College shall remit the dues to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the College shall deduct from the first wages due thereafter the dues so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any check off revocation, the College shall notify the Union, in writing, of the revocation.

ARTICLE 4 - EMPLOYER RIGHTS AND RESPONSIBILITIES

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

ARTICLE 5 - UNION RIGHTS

- A. Union Access to College Facilities. The representatives of the Union shall have reasonable access to the College's facilities for the transaction of necessary Union business relating to this Agreement so long as neither the normal business of the College nor classroom activities are disrupted.
- B. Union Access to Meeting Space. The Union shall have access to meeting space on campus, subject to availability, sufficient notice, and the same procedures as other campus organizations.
- C. Recognition of Union Representatives. Management shall recognize Adjunct Faculty Members designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.
- D. Union Participation in Adjunct Faculty Orientation. Workplace leaders and/or union representatives shall be given one half-hour at the conclusion of adjunct faculty orientation meetings in order to present information about the union and union membership without the Vice President

for Academic Affairs or division deans present.

As soon as is practicable but no later than thirty (30) days after the commencement of a new hire's employment with the College, the College shall provide the Union with some time, not to exceed thirty (30) minutes, to meet with one (1) authorized Union representative on matters relating to the terms and conditions of this Agreement and workings of SEIU Local 200United.

- E. Union Bulletin Boards. The College shall furnish a bulletin board, which shall be placed in an accessible location designated and provided by the College, and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin board. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.
- F. Union Office Space. The College will provide office space for the Union on campus. The College will determine the location of the Union office.

ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

- A. The College and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication and addresses issues and concerns with solutions that are in the best interest of the Parties. To that end, the Parties agree to the creation of a joint labor-management collaboration committee.
- B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the College. *Ad hoc* participants may be added to the Committee as needed only by mutual consent of the College and Union.
- C. The Labor Management Committee shall be a forum to raise issues of importance to the Union and/or the College, and or discuss the existence of and/or resolution of potential disputes.
- D. The Committee shall meet three (3) times per year in the Fall Semester, the Spring Semester, and during the summer. Additional meetings may be scheduled by mutual agreement. Designated representatives of the Union and the College will suggest agenda items two (2) weeks prior to each meeting. Each Party will designate their own representatives to the Committee.

ARTICLE 7 - NON-DISCRIMINATION

The Parties agree that neither the College nor the Union shall discriminate against any person based on race, color, religion, sex, gender identity/expression, sexual orientation, pregnancy or parental status, national origin, citizenship or lawful immigration status, age, disability, veteran status, marital or domestic partner status, political affiliation, union activism, any other legally protected status, or for the exercise of any rights conferred by this Agreement or the law.

ARTICLE 8 - ADJUNCT LEVELS

- A. The Parties agree to the following adjunct levels:

1. Adjunct Professors:

- Level I - In most cases, this is the initial appointment level for an Adjunct Faculty Member. Appointees must have at least a Master degree in the field in which they will teach, or a Master degree and 18 upper-division credit hours in the field in which they will teach.
- Level II - Completion of at least eighteen (18) credit hours of teaching as a member of the adjunct faculty of the College. Persons holding a Doctoral degree in the field in which they will teach and five years of directly-related experience in that field, or a Master degree in the field in which they will teach and ten years of directly-related experience in that field may, in the College's discretion, be initially appointed at this level.
- Level III - Completion of at least fifty-four (54) credit hours of teaching experience as a member of the adjunct faculty of the College.

2. Music Lesson Instructors:

Until September 1, 2026, there shall be a single Level for Music Lesson Instructors. Effective at the beginning of the 2026-2027 Academic year, the Parties agree to the following Music Lesson Instruction levels:

Music Lesson

- Instructor 1 - This is the initial appointment level for a Music Lesson Instructor hired for the start of the Fall 2026 semester. Appointees must have demonstrated proficiency in the musical instrument for which they are being assigned a lesson.

Music Lesson

- Instructor 2 - All Music Lesson Instructors employed on or before August 31, 2026 and all Music Lesson Instructors who finish teaching at least ten (10) semesters teaching a music lesson as a member of the faculty of the College.

Music Lesson

- Instructor 3 - As of August 31, 2026, all Music Lesson Instructors who finish teaching at least twenty (20) semesters teaching a music lesson as a member of the faculty of the College.

B. Hiring determinations for Adjunct Professors and Music Lesson Instructors shall be at the discretion of the Division Dean.

C. Level Changes

1. *Adjunct Professors:* Prior to any change in level, the Adjunct Professor must have been observed within 12 months prior to the level increase, and received favorable evaluations. The Division Dean must make the recommendation based on successful performance. If not initiated by the Division Dean, the Adjunct Professor may request a meeting with the Dean to request

consideration for a level change. Level changes, once approved, take effect at the beginning of the semester following the completion of all of the requirements in this section C. (i.e., completion of the required credits, complete observation, favorable evaluation, etc.). Level changes are not implemented mid-semester or awarded retroactively, however, if the only element preventing the Adjunct Professor from advancing to the next level is the College's failure to complete an observation/evaluation, the Adjunct Professor will receive the relevant pay, until such observation/evaluation has been completed.

2. *Music Lesson Instructors*: Prior to any change in level, the Division Dean must make a recommendation based on successful performance as Music Lesson Instructor.

D. Subject to section B., above, qualification for appointment as a Level I Adjunct Professor may be satisfied by one or more of the following alternatives:

- i. An industry certification may substitute for the Master degree (most commonly in HCAT, Information Technology or Aviation).
- ii. A Bachelor degree and career experience determined to be of a special and substantial character such that it serves as a substitute for a Master degree.
- iii. An Associate degree and a minimum of five (5) years of career experience determined to be of a special and substantial character such that it serves as a substitute for a Master degree.

ARTICLE 9 – APPOINTMENTS AND ASSIGNMENTS

A. Appointments Generally. Pursuant to the terms of this Article, the College shall retain the right to determine whether to hire an Adjunct Faculty Member and whether to assign a course or music lesson to an Adjunct Faculty Member. Notwithstanding the above, if there is more than one (1) qualified Adjunct Professor available to teach a course that will be his/her first course assignment for that semester, then the opportunity to teach the course shall be offered in order of the Adjunct Professors' relative seniority if all other factors, including but not limited to credentials, qualifications, past performance, and schedule availability, are equal. When possible, the College will make every reasonable effort to offer the opportunity to teach the courses of another member of the faculty on leave or sabbatical to current qualified bargaining unit employees.

B. Definition of Seniority.

1. Seniority shall be defined as continuous length of service in which an Adjunct Professor taught at least one (1) course in each academic year from the original date of hire at the College. In situations where the number of years of service is the same, the Adjunct Professor who has taught more credit hours will hold seniority. In the event of an absence from teaching, seniority shall be retained for up to eighteen (18) months in the event of exceptional health related circumstances verified with documentation provided to, and found sufficient by, the College's Human Resources Office.
2. The College shall maintain a Seniority List of Adjunct Professors and will provide to the Union and Division Deans an updated Seniority List by October 15 and March 15 each semester. This list will be sorted by: department/discipline, date of hire, total number of credits taught, and

name. The October 15 list will be used for the Spring semester and the March 15 list will be used for the Summer and Fall semesters.

C. Unique Rules for Level III Adjuncts

1. Upon promotion to Adjunct Level III, an Adjunct Professor shall be given the option for appointment for an entire academic year to his/her Division Dean and, subject to the limitations herein, the Adjunct Professor shall be given for such appointment. An Adjunct Level III's request for appointment for a subsequent academic year shall be made on or before February 15th of each year. The Adjunct Professor shall be notified on or before May 15th of the Division Dean's decision. Once a full-year appointment is awarded to an Adjunct Professor as a result of him/her reaching Level III, the adjunct will continue to receive full year appointments in each successive year unless the Adjunct Professor declines a full year appointment. Such appointments will be consistent with the College's ability to assure that a course assignment will be available in each semester of the succeeding year. Nothing in this section provides a guarantee of continued appointment beyond the current term of an Adjunct Professor's appointment.
2. Upon completion of three (3) years of service as an Adjunct Level III, consistent with the remaining provisions of this Article, an Adjunct Professor shall be given the option to teach a minimum of two course assignments per semester.

D. Reappointment. Adjunct Faculty Members shall be surveyed by the College as to their interest in receiving a course assignment(s) no later than November 1 for the following spring semester, March 15 for the summer semester, and May 15 for the following fall semester. An Adjunct Faculty Member's expressed interest and/or availability does not guarantee a course appointment.

E. Right of First Refusal.

1. It is the policy of the College that available teaching positions will be offered to Adjunct Professors who have taught in the prior semester. For purposes of this policy, "available teaching positions" are those courses being offered by the College which have not been assigned to a full-time or a part-time member of the faculty.
2. Subject to the College's right to alter an assignment for any of the reasons set forth in Article 9, section I., subsections 1 through 6, an Adjunct Professor with seniority shall be entitled to a right of first refusal to teach any course which he or she has taught within the last twelve (12) months.

F. Notice of Course Assignment. The College agrees to notify Adjunct Professors of their anticipated course assignments, in writing, at least three weeks before the start of the semester. Course assignments may change due to changes in enrollment. Nothing in this Article shall prevent the College from offering course assignments to Adjunct Professors after such deadline. The College will endeavor to provide as much notice as practicable to Music Lesson Instructors.

G. Acceptance of Course Assignment. An Adjunct Faculty Member who is provided notice of course assignment(s)/music lesson(s) for a semester shall notify the College of the acceptance of the assignment(s) within one week of receiving notice of assignment, unless the offer is made less than three weeks prior to the start of the semester, in which case a reasonable amount of time will be given for a response.

- H. Maximum Credit Load. Adjunct Faculty Members shall not be assigned to teach more than 9 credit hours or 19 music lessons (or any combination thereof equating to more than 9 credits) per semester without the prior written approval of the Vice President for Academic Affairs.
- I. Cancellation of Appointments or Assignments. If a semester (or academic year) appointment is offered to and accepted by an Adjunct Faculty Member, the College shall have the right to cancel the appointment for the following reasons:
1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a semester;
 2. Creation of a full-time position that absorbs existing courses taught by adjunct faculty;
 3. Cancellation of a course or section due to under-enrollment;
 4. Other demonstrated reasons necessitating a change in academic, fiscal, program or organizational needs of the College;
 5. Unsatisfactory performance of an employee, as evidenced from observations, course evaluations, student feedback or other complaints, the Adjunct Faculty Member's failure to meet their obligations, or the Adjunct Faculty Member's failure to correct a performance problem identified by their Division Dean;
 6. Discharge, misconduct, or neglect of duties, resulting in written or greater discipline of the Adjunct Faculty Member.

The decision to send an Adjunct Faculty Member written notice of cancellation shall not be subject to the grievance arbitration provisions of this Agreement. If the College cancels a course less than five (5) days before the first meeting of the class for any reason other than those in sub-sections 5 or 6, the College shall pay the Adjunct Faculty Member an amount equal to one credit hour's pay.

In the event of any cancellation of an assigned course, for whatever reason, the College shall notify the Adjunct Faculty Member in writing, with a copy to the Union.

For Adjunct Faculty Members who teach private music lessons in the School of Music, the first private lesson(s) shall be considered the first meeting of class.

- J. Notice of Unassigned Courses. When courses or music lessons that are not assigned to any faculty member become newly available, they will be posted on the College website. Adjunct Faculty Members who already teach at the College and who are qualified to teach the course/music lesson, will be considered for appointment. Nothing in this Article shall preclude Adjunct Faculty Members from being offered courses that are added to the schedule after April 15 for the fall semester and after October 15 for the spring semester.
- K. Development of New Courses. Adjunct Faculty Members shall be given the opportunity to give input to the Division Dean on what courses he/she would like to teach. Adjunct Faculty Members shall have the opportunity to propose new courses or programs, to the Division Dean.
- L. Use of Student Evaluations. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an assignment.
- M. Right to be Interviewed. Adjunct Faculty Members covered by this Agreement shall be given an initial

interview with the search committee when applying for full-time faculty positions for which that member is minimally qualified.

ARTICLE 10 - WORK ENVIRONMENT AND ACCESS TO SERVICES

The College and Union agree that all unit faculty members should be provided a work environment that fosters mutual respect and professionalism and agree that all members of the campus community play a role to ensure such an environment exists.

- A. Access to Necessary Supplies. All unit faculty members will be provided the necessary supplies, materials, and other resources, as determined by the Division Dean, before the beginning of a course.
- B. Faculty Handbook. The College will provide each Adjunct Faculty Member with a link to the Adjunct Handbook and the Student Handbook at the beginning of each semester.
- C. Course Outlines. The department shall provide the course outline to the adjunct. All Adjunct Faculty Members will be provided a course outline from which they prepare a course syllabus. All expectations on course curricula, teaching and grading responsibilities, student assignments, and other expectations shall be made available in writing to the Adjunct Faculty Member before the beginning of the course.
- D. Reimbursement for Supplies and Materials. If the supplies, materials, and/or software needed to teach a course are unavailable, the Adjunct Faculty Member shall obtain authorization from the department or program chair before incurring any out-of-pocket expense. If the Adjunct Faculty Member is authorized in advance by the College to purchase supplies, materials and/or software for a course, she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.
- E. Field Trips. If an Adjunct Faculty Member receives approval for an academic field trip, he/she must complete a travel request form prior to travel following the College's travel policy and academic code. Any costs that were previously approved will be reimbursed, upon submission of a receipt of the official SUNY Schenectady travel request form and appropriate documentation of the expense.
- F. Access to Technology. Adjunct Faculty Members shall have access to computers with Internet access, printers, photocopying, and tech support in order to prepare for classes and serve students.
- G. Office Space. Adjunct Faculty Members shall be provided with office space for course preparation and to meet with students. All faculty members shall be given individual mailboxes on campus to receive student papers, campus and other mail.
- H. Email and Wi-Fi Access. Adjunct Faculty Members shall have access to email and Wi-Fi.
- I. Access to Library Services. Unit faculty members shall have access to research databases (Lexis-Nexis, ProQuest etc.), online services, and library services as needed for their courses.

ARTICLE 11 - ACADEMIC FREEDOM AND FACULTY RIGHTS

- A. Academic freedom is the freedom to teach, both inside and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Adjunct Faculty Members are entitled to this freedom, as it pertains to their classroom teaching, scholarship, research and/or creative work. This freedom applies equally to assigned course material, recommended course material, library material, invited speakers, the fine arts, and the performing arts.

Academic freedom also encompasses the freedom to address any matter of institutional policy or action, whether or not an issue of institutional governance. Adjunct Faculty Members have the freedom to address the larger community with regard to any social, political, economic, or other interest. Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the Institution.

- B. In the classroom, an Adjunct Faculty Member's exposition shall be guided by the course outline .
- C. Adjunct Faculty Members will follow the academic code and the student code of conduct. Adjunct Faculty Members shall not be retaliated against for holding students accountable under any College policies.

ARTICLE 12 - PROFESSIONAL DEVELOPMENT

- A. Purpose of Professional Development Fund. The College will create a Professional Development fund from which Adjunct Faculty Members may apply for funding for professional development opportunities or resources related to scholarship, artistic, or professional practice which will contribute to the improvement of teaching.
- B. Amount of Professional Development Fund. The College will make available ten thousand dollars (\$10,000.00) for professional development each fiscal year. Unused funds in one fiscal year shall NOT roll over to the next fiscal year.
- C. Eligibility. To be eligible for Professional Development funds, an Adjunct Faculty Member shall have completed at least two (2) years of teaching experience at the College and teach a minimum of two (2) courses per year. In order to receive funding, the Adjunct Faculty Member must first submit a professional development request indicating how this will benefit his/her current teaching at SUNY Schenectady and relate it to the SUNY Schenectady Strategic Plan. The appropriate Dean and the Vice President for Academic Affairs will review and determine whether the request should be supported or denied. If approved, the Adjunct Faculty Member will then submit the appropriate travel/funding request at least two weeks in advance to the appropriate Dean. The adjunct must adhere to SUNY Schenectady travel guidelines. A reimbursement request must be made within thirty (30) days of completion of the professional development.
- D. Time Off to Attend Academic Conferences. Adjunct Faculty Members shall be granted reasonable paid time off to attend academic conferences or to pursue professional development activities, if approved in accordance with Section C., above.

- E. Reporting. A report on how funds were distributed and to whom will be made available to the Union upon request. The report will also indicate requests for professional development funding that were denied and the reason for denial.

ARTICLE 13 - PERSONNEL FILES

- A. An Adjunct Faculty Member may review her personnel file by appointment with the Human Resources Department of the College. Upon request, the Adjunct Faculty Member will be given a photocopy of any item(s) in such file(s).
- B. With the Adjunct Faculty Member's consent, Union representatives may be present at the review and may examine the documents.

ARTICLE 14 - EVALUATIONS

- A. Purpose of Evaluations. All Adjunct Faculty Members should receive an evaluation process based on criteria that are clearly communicated to the faculty member. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards.
- B. Regular Evaluations. Adjunct Level I and II faculty members shall be evaluated at least once every academic year of appointment. Annual evaluations shall consist of peer observations, administration evaluations, or student evaluations. As such, student feedback will not be used as the sole basis to evaluate a faculty member's performance.
- C. Record Keeping. The College will maintain an evaluations file for each Adjunct Faculty Member as part of their personnel file. Adjunct Faculty Members shall have the right to review evaluations with the evaluating administrator/peer and will have access to any and all records of evaluation maintained by the Human Resources Department.
- D. Evaluations of Adjunct Level III. Once Adjunct Faculty Members reach Adjunct Level III, they will no longer be evaluated annually. Adjunct Faculty Members may request evaluations after this point and the College may choose to conduct evaluations from time-to-time at its discretion.
- E. Response to and Review of Evaluations. Evaluations will not be subject to the contractual grievance procedures, but an Adjunct Faculty Member may submit a response to his or her evaluation, which will be appended to the evaluation form in his/her personnel file. If an Adjunct Faculty Member believes that their evaluation was not conducted fairly by their Dean, they may have the evaluation reviewed by the Vice President for Academic Affairs within fourteen (14) days of the evaluation being issued.
- F. Evaluation and Observation Forms. Evaluations shall be conducted using the Evaluation Form and Classroom Observation Forms appended hereto as Exhibit A.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- A. Notification. All disciplinary notices, including verbal warnings, shall be given to an Adjunct Faculty Member in writing. The document will include a space for the Adjunct Faculty Member's signature indicating receipt of the document. The Adjunct Faculty Member's signature only signifies receipt of the document and is not an acknowledgment of guilt or agreement with the contents. If the Adjunct Faculty Member chooses to provide a written response, the response will be included in the Adjunct Faculty Member's personnel file. The College shall concurrently notify the Adjunct Faculty Member and the Union of any disciplinary action in writing.
- B. Records. All disciplinary records will be maintained by the Executive Director for Human Resources and/or the Vice President for Academic Affairs (as appropriate) in the employee's personnel file.
- C. Union Representation. An Adjunct Faculty Member may request that a Union representative be present at any investigatory meeting that the Adjunct Faculty Member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. If the College requests to meet with an Adjunct Faculty Member as part of their investigation into a potential disciplinary matter (involving that Adjunct Faculty Member and/or another member of the bargaining unit), the College will also notify the Union in writing of the meeting and invite a Union representative to attend such meeting.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The Parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the College.
- B. All grievances must be presented within twenty (20) working days of the action or occurrence of facts that give rise to it. All grievances must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.
- C. The following steps shall be followed in the processing of grievances. The time limits herein may be extended by mutual written agreement:

Step 1. An Adjunct Faculty Member shall file the grievance with his/her Dean in accordance with the time limitations set forth in Section B, above. The Dean will issue a written response to the grievant and the union within ten (10) working days thereafter.

Step 2. If the grievance is not resolved at Step 1, the Adjunct Faculty Member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may advance the grievance to Step 2, before the Vice President of Academic Affairs or her designee, within ten (10) working days of receipt of the Step 1 response, or within ten (10) working days of the deadline for the Step 1 response, if none was received. If the grievance is filed/advanced within the time limits, the Vice President or her designee shall conduct a meeting

for the purpose of discussing the grievance within ten (10) working days. If the grievance is not resolved at this meeting, the Vice President or her designee shall respond to the grievance, to the Union, in writing within ten (10) working days of the meeting. Any grievance filed by the Union on behalf of two or more Adjunct Faculty Members may be initiated at Step 2, provided it is so initiated within the twenty (20) working days specified in paragraph B above.

Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the College President within ten (10) working days of receipt of the Step 2 response, or within ten (10) working days of the deadline for the Step 2 response, if none was received. Within ten (10) working days of the receipt of such appeal a special meeting with the President for the purpose of discussing the grievance shall be held. If the grievance is not resolved at this meeting, the President or his/her designee shall respond to the Union in writing within ten (10) working days of the meeting.

Step 4. A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving a written Demand for Arbitration to the College within twenty (20) working days of receipt of the Step 3 response, or within twenty (20) working days of the deadline for the Step 3 response, if none was received.

1. Upon delivery of the Demand for Arbitration, the Parties shall attempt to select an arbitrator by mutual agreement. In the event that the Parties do not agree upon an arbitrator within thirty (30) days of the demand for arbitration, the grievance may be submitted to an arbitrator who shall be selected from the following panel on a rotating basis:

Jeff Cassidy, Jeff Hartnett, Jim Bilik, Leah Murphy

- Unless otherwise mutually agreed, the assigned arbitrator will determine no more than one grievance per assignment.
2. The arbitrator shall have no power to decide issues not governed by this Agreement. Except as provided for under law, the decision of the arbitrator shall be final and binding on the Parties.
3. The fees and expenses of the arbitrator and the cost of any agreed-upon hearing transcript shall be borne equally by the Union and the College. Each party shall bear the cost of the preparation and presentation of their own case.
4. If an Adjunct Faculty Member must miss a class because she is required to attend an arbitration hearing, there will be no loss of compensation from the College for that Adjunct Faculty Member. The Adjunct Faculty Member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Division Dean. Such replacement approval shall not be unreasonably denied.

ARTICLE 17 - ADJUNCT FACULTY EXPECTATIONS

- A. Academic Code. Adjunct Faculty Members must uphold the Academic Code of the College by establishing standards that are consistent with college-level work. It is expected that all procedural and administrative requests will be followed. All Adjunct Faculty Members are subject to the provisions of the Academic Code.

- B. Use of College Email. Adjunct Faculty Members must utilize College email and respond to students and administration in a timely manner. The College's primary contact method with Adjunct Faculty Members will be via College email.
- C. Office Hours. Since Adjunct Faculty Members are not obligated to hold office hours, Adjunct Faculty Members must make themselves available electronically and respond to student questions within 24 hours. Adjunct Faculty Members must respond to student correspondence received on weekends and holidays within 24 hours of the next working day. Additionally, Adjunct Faculty Members are expected to be available for thirty (30) minutes immediately before or after class to answer student questions. If an Adjunct Faculty Member is not able to accommodate the requirement for thirty (30) minutes before or after a class, the faculty member shall schedule two (2) hours per week during which he or she will be available to meet with students via telephone or in a virtual meeting format by appointment. The Adjunct Faculty Member's schedule for the above availability shall be set for in the Adjunct Faculty Member's course syllabi.
- D. Learning Management Systems(s). The College will provide learning management system ("LMS") training as necessary. Such training shall be scheduled outside the College's regular business hours or otherwise be accessible electronically and remotely in order to facilitate maximum participation from bargaining unit members. Adjunct Faculty Members must utilize the College's LMS and are expected to post syllabi and class messages and announcements on the LMS. Adjunct Faculty Members must also use the LMS for the grade book. All material posted to the LMS must be compatible with U.S. Web Design System accessibility. The LMS may also be used for supplemental readings, assignments, quizzes, exams, etc. The College shall notify the Union, in writing, thirty (30) days prior to the implementation of new or updated learning management system(s). The Union may appoint one (1) representative to serve on the College's Academic Technology Committee, but the member must join when and where the Committee meetings occur.
- E. Course Syllabi. Adjunct Faculty Members must submit one copy of their Course Syllabus electronically, using their College email, to the Division Dean one week prior to the start of class. Adjunct Faculty Members are required to distribute a syllabus at the first class meeting. The syllabus should include contact information, course description, student learning outcomes, major course topics, course calendar, grading, attendance policies, and ADA procedures. The syllabus must include the Student Learning Outcomes from the approved course outline.
- F. Final Exam. Adjunct Faculty Members must provide one draft copy of their final examination for each course they are teaching to the Division Dean two (2) weeks prior to the first day of finals week. All courses require a final examination or final activity administered during finals week. Administering final exams during the last week of regular class meetings is not permitted.
- G. Administrative Deadlines. Adjunct Faculty Members must comply with the deadlines to include: requested early alerts, midterm warnings, decertifications, final grade submissions, and other administrative deadlines.
- H. Student Attendance. Adjunct Faculty Members must maintain a record of student attendance and report absences to the administration when and in the manner requested.
- I. Accreditation. Adjunct Faculty Members are expected to participate in activities that support maintaining accreditation.

- J. Textbook. Adjunct Faculty Members must utilize the required course textbooks and require student usage unless other arrangements are approved by the Division Dean and the Vice President for Academic Affairs.
- K. Attendance. Attendance at all scheduled classes is required in order to meet the minimum required contact hours. If the minimum contact hours are not met, the College will not meet the academic integrity of credit hours for accreditation. In the event of an emergency, the Dean must be notified if the adjunct must cancel a class. The Adjunct Faculty Member must also post the class cancellation on the LMS. If a class must be missed due to an emergency, a plan for making up lost time must be reviewed and approved by the Division Dean. Adjunct Faculty Members must be on time for classes and hold classes for the entire scheduled time.
- L. Student Evaluations. Adjunct Faculty Members are required to have Student Evaluations completed two weeks before the end of the semester. Accelerated courses will be adjusted on a pro-rated basis. Information regarding the distribution of Student Evaluation forms and/or surveys will be shared with Adjunct Faculty Members.
- M. Division Assessment. Adjunct Faculty Members must participate in Division Assessment activities and are invited to participate in Division meetings when possible. Courses scheduled for assessment will be announced at the beginning of each semester. Details of course assessment activities will be provided by division Deans.
- N. In-House Professional Development Opportunities. Participation in professional development opportunities hosted at the College are encouraged. Adjunct Faculty Members must remain current in their disciplines and provide evidence of continued professional development activities.
- O. Institute Week. Adjunct Faculty Members are invited to participate in Institute Week professional development opportunities.
- P. Graduation. Adjunct Faculty Members are encouraged to attend graduation and convocations.
- Q. Adjunct Orientation. The College will hold an orientation meeting for Adjunct Faculty Members at the start of the Fall and Spring semesters. The dates for these meetings will set and shared with the Union thirty (30) days in advance. Attendance will be mandatory for each Adjunct Faculty Member assigned to teach a course in that semester. An Adjunct Faculty Member who cannot attend must notify their Dean to receive an approval of the absence and receive alternate arrangements to review the orientation materials. The College will provide a list of Adjunct Faculty Members who have been excused from attendance after the session has been held.
- R. Mandatory Trainings. Adjunct Faculty Members must complete annual mandated trainings as determined by the College's Office of Human Resources.
 - 1. Adjunct Faculty Members will have 45 days from the start of each academic year (or their first date of work in the academic year) to complete all mandatory training required by the College. Upon completion of the required training, Adjunct Faculty Members will be paid a one hundred-dollar (\$100.00) stipend. Such payments shall be made by the conclusion of the semester in which the Adjunct Faculty Member completed their training, and only to those Adjunct Faculty Members who are in timely compliance with this Article 17, R. Any Adjunct Faculty Member

- who fails to complete the mandatory training within 45 days from the start of each academic year (or their first date of employment in the academic year) will not be paid this stipend.
2. With respect to the mandatory sexual harassment training only, Adjunct Faculty Members who have completed NYS-compliant training through another employer within the same academic year may provide the Office of Human Resources with a certificate demonstrating completion of NYS-compliant training demonstrating such completion to satisfy the College's Sexual Harassment training module.
 3. The College will track each Adjunct Faculty Member's compliance with this Article 17, R. The College will provide reminders to all Adjunct Faculty Members of their expectation to complete their mandatory training(s).
 4. Failure to complete any mandatory training(s) in the academic year will subject the Adjunct Faculty Member to disciplinary action and/or a decision by the College to not reappoint the Adjunct Faculty Member, or to not assign future courses to the Adjunct Faculty Member.
- S. New York Residency. On and after May 21, 2026, except with the express written approval of the College, all Adjunct Faculty Members working on a wholly virtual basis must be residents of the State of New York and must provide virtual services only from a location within New York.

ARTICLE 18 – COMPENSATION

- A. Adjunct Faculty Members covered by this Agreement make an essential contribution to the College's student-centered mission which includes a commitment to excellence in teaching. Adjunct Faculty Members are expected to meet the same teaching standards as all other faculty members for the courses assigned. The College and Union agree that the same value shall be placed on teaching performed by Adjunct Faculty Members as is placed on the work of all other faculty.
- B. Compensation per credit hour for the term of this Agreement shall be as follows:

Adjunct Professors:

	2025-26	2026-27	2027-28
Adjunct Level I	\$1,000	\$1,025	\$1,050
Adjunct Level II	\$1,085	\$1,110	\$1,135
Adjunct Level III	\$1,150	\$1,175	\$1,200

Music Lesson Instructors:

	2025-26	2026-27	2027-28
Music Instructor 1	~	\$905	\$930
Music Instructor 2	\$930	\$955	\$980
Music Instructor 3	~	\$1,005	\$1,030

- C. An Adjunct Faculty Member shall be paid on a timely basis, in accordance with the College's normal business operations, for the teaching and other compensable duties she performed, provided the Adjunct Faculty Member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment. Adjunct Faculty Members shall receive an itemized pay stub in electronic form. The precise payday shall be the same day set for other College

faculty.

D. Miscellaneous Compensation.

1. *Internships.* An Adjunct Faculty Member assigned to supervise students performing field work or participating in internship opportunities shall be compensated \$250 per student. If this rate is increased for full-time faculty per their collective bargaining agreement, the rate will also increase for Adjunct Faculty Members.
2. *Independent Study.* An Adjunct Faculty Member who agrees to be an Independent Study mentor shall be paid an amount equivalent to the Schenectady County Resident tuition paid by the student. Adjunct Faculty Members shall not be required by the College or its designee(s) to mentor individual students in the event of course section(s) being cancelled.
3. *Coordinators in the School of Music.* Adjunct Faculty Members serving as Coordinators are the formal Instructor of Record for all Private Music Lessons in their section (such as but not limited to percussion, voice, brass, piano). A Coordinator's responsibilities include but are not limited to the assignment of students to instructors, attending organizational meetings in the School of Music, entering student decertifications and grades, etc. Adjunct Faculty Members serving as a Coordinator shall be paid an additional music lesson unit at the appropriate rate provided for in this Article and consistent with their level as determined by Article 8 of this Agreement.
4. *Musical Accompaniment.* Adjunct Faculty Members providing musical accompaniment for individual Private Music Lessons or Ensembles shall be paid at the rate of \$45 per hour.
5. *Juries.* Adjunct Faculty Members shall only be required to participate in the juries of their assigned students.
6. *Ensembles.* Adjunct Faculty Members assigned as teacher of record for Ensembles shall be paid one or more credit hours.
7. *Labs.* Adjunct Faculty Members teaching lab sections shall be paid, consistent with their adjunct level, the equivalent of 2/3 of the lab hours listed per week in the course catalog for that lab. (For example, General Chemistry I (CHM221) is listed in the catalog as 3 lab hours. They would be paid 2 credits for the lab (3 hours x 2/3 = 2 credits)).

ARTICLE 19 - BENEFITS

- A. Tuition Remission. Adjunct Faculty Members shall be eligible for tuition remission for themselves for attending classes at the College. This benefit shall be capped at a total of \$10,000 per year for all claims made by members of the bargaining unit.
- B. Retirement Benefits. Adjunct Faculty Members will be entitled to elect membership in the New York State Teacher's Retirement System (TRS) or, if at the time of hire, the Adjunct Faculty Member is already enrolled in either the New York State and Local Employees Retirement System (ERS) or the SUNY Optional Retirement Plan (ORP), they may enroll in one of those plans. In all cases, enrollment shall be in accordance with the rules of the retirement plans.
- C. Campus Bookstore Discount. As long as a discount is provided to employees by the operator of the College Bookstore, Adjunct Faculty Members shall be entitled to such discount.
- D. Parking. Parking shall be provided to bargaining unit faculty members on the same terms and conditions as all other employees of the College.

ARTICLE 20 - SEVERABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all other provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision(s) had never been part of this Agreement. In such case, the remainder of this Agreement shall continue to be binding upon the Parties, and within thirty (30) days of the discovery of such deficiencies, the Parties agree to meet to re-negotiate the invalidated provision(s).

ARTICLE 21 - APPLICATION OF CONTRACT

This contract shall be binding on the Parties hereto and their successors or assigns.

ARTICLE 22 - LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 23 - TERM OF AGREEMENT

The term of the Agreement shall be five years, from September 1, 2025 through August 31, 2028.

The undersigned are fully authorized representatives of the College and Local 200 United of Service Employees International Union and hereto have executed this Agreement on the date and year indicated below.

FOR THE COLLEGE:



Dr. Steady Moono, President

02/23/2026

Date

FOR SEIU:



Scott Phillipson, President

2-9-26

Date

4910-7471-6039

