The Agreement Between the
County of Schenectady
and the
Schenectady County Community College
Union of Faculty and Professionals

SCHENECTADY
COUNTY
COMMUNITY
COLLEGE
SUNY

SEPTEMBER 1, 2013 to AUGUST 31, 2017
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Definitions

1. “Legislature” for the purposes of this Agreement will mean the Schenectady County Legislature.
2. “UFP” will mean the Schenectady County Community College Union of Faculty and Professionals.
3. “UFP Member” will mean an employee in the bargaining unit represented by the Association.
4. “Teaching Faculty Member” will mean a UFP member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.
5. “College” will mean Schenectady County Community College.
6. “Employer” will mean the Board of Trustees of Schenectady County Community College.
7. “President” will mean the President of Schenectady County Community College.
8. “Calendar Year” employees will mean any UFP member having a twelve (12) month professional obligation.
Article 1: Recognition

1.1 The Legislature pursuant to Section 207 of Article 14 of the Civil Service law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of UFP members holding the title set forth in Schedule “A” appended hereto.

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

1.3 The UFP 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 UFP will exert an effort to prevent and terminate any strike in which UFP members whom it represents participate. Nothing herein will be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

Article 2: Management Responsibilities

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including, but not limited to, the rights to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the college programs; to administer the personnel system of the College, to 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 will continue to exclusively exercise such powers, duties and responsibilities, during the period of this agreement.

Article 3: Dues Deduction

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

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

<table>
<thead>
<tr>
<th>(Print)</th>
<th>Last Name</th>
<th>First</th>
<th>Initial</th>
<th>Position</th>
</tr>
</thead>
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<tr>
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</tbody>
</table>

Address

TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Schenectady County Community College Union of Faculty and Professionals (UFP) as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with the UFP, to deduct from my salary and transmit to the UFP the dues as certified by the UFP. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefore. This authorization will be continuous while employed in this College or until withdrawn by written notice.

Signature of UFP member _______ Date ________
Total Deduction ___ $ 

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

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

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

A UFP member may withdraw his or her authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.
3.2 Commencing with the 1988 – 1989 Academic Year, the College will deduct from the salary of Agency Fee Payers in the unit who are not members of the Schenectady County Community College UFP the amount equivalent to the dues levied by the UFP, and will transmit the sum so deducted to the UFP, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

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

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

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

Article 4: Public Documents

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

Article 5: Employment Policy

5.1 Full-Time Employment

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

5.2.1 Subject to the provisions of this Agreement, the College will attempt to employ its qualified full-time UFP members in summer session, in evening session, and for overload in preference to temporary part-time personnel, where such full-time UFP members are reasonably available and interested in such employment and when such employment does not conflict with the UFP member’s regular full-time assignment and when such employment is consistent with the long range educational objectives of the College. Except for full-time UFP members teaching in the area of their regular discipline, the qualifications for such employment will be judged in the same manner and on the same basis as part-time applicants for such positions.

5.2.2 A Full-time UFP member will normally be permitted no more than one course per semester for additional compensation, and in no event more than two courses per academic year for additional compensation. The two courses per academic year will be permitted in the same semester only if such assignment of two courses will not result in a total course load for that semester in excess of 18 teaching credit hours or 21 contact hours.

Article 6: Continuing and Career Appointments

6.1 Continuing Appointment

6.1.1 Definition

6.1.1.1 A continuing appointment will be a five year term appointment to a full-time position of Instructor, Assistant Professor, Associate Professor, or Professor at the College, which will not be affected by changes in such rank, or by the concurrent designation of some other title, and which will be subject to termination in accordance with the provisions of this Article.

6.1.1.2 A full year of service will be defined to be the fulfillment of a ten-month obligation beginning on the first of September of any given year.

6.1.1.3 In determining the number of full years of service completed by a full-time member of the teaching UFP, only leaves of absence with pay (such as sabbatical, sick leave, and vacation leave) will be credited as the normal fulfillment of the professional obligation for the period of the leave.
6.1.4 Unless waived by the Board of Trustees at the time of granting the leave of absence, all leaves of absence without pay and approved by the Board of Trustees, will be deemed to have interrupted otherwise full years of continuous service.

6.1.2 Eligibility
All full-time members of the UFP who hold one of the positions listed in the definition (Section 6.1.1.1) are eligible for continuing appointment.

6.1.3 Procedures

6.1.3.1 Between September and November 1 of the fifth full year of continuous service by a UFP member who has held a position of academic rank during each of the preceding four years, his or her immediate supervisor will prepare a recommendation as to whether or not the UFP member should be given a continuing appointment. This recommendation, together with appropriate background data, will be forwarded to a Committee designated by the President for that purpose. The Committee will make its recommendation and forward it to the Vice President of Academic Affairs, together with the recommendation of the immediate supervisor, prior to December 1. The Vice President of Academic Affairs will forward all of the material, together with his or her own recommendation, to the President, who will make a recommendation to the Board of Trustees for action. The UFP member will be informed of the action prior to February 1.

All recommendations and materials prepared for this action will be placed in a separate file in the Office of the President. There will be no appeal of the decision by the Board of Trustees.

6.1.3.2 Between September 1 and November 1 of the fifth full year of continuous service in a continuing appointment regardless of whether or not the five years have been interrupted by leaves, the same procedure as outlined in paragraph VI. A. 1 will be followed for each UFP member holding such an appointment.

6.1.3.3 A UFP member who has been advised under paragraph 6.1.4.1 above that he or she is not going to receive a renewal of a continuing appointment may appeal such determination to the Board of Trustees. If the UFP member who has a continuing appointment desires, the Board of Trustees will make available for his or her review and appeal the unfavorable comments that formed the basis for non-reappointment. The appeal must be filed with the President within seven (7) calendar days of such notice. The President will immediately advise the Board of Trustees of the appeal. The Board of Trustees will set a date for a hearing to be conducted by the Board of Trustees, at which hearing at least a
quorum of six (6) trustees will be present, within seven (7) days of the receipt of the appeal.

At this hearing the UFP member may be accompanied by a representative of his or her choice, and either or both of them may present, orally and/or in writing, such UFP member’s statement in response to the decision of the Board of Trustees. The Board of Trustees will render a decision and reply to the appeal within fifteen (15) days after this hearing. The reply from the Board of Trustees will constitute final action, and there will be no appeal from this decision by the Board of Trustees.

6.1.3.4 In the case of a UFP member who has not been granted a continuing appointment, he or she will be given an opportunity to accept a one year term appointment for the following academic year, after which time his or her appointment will not be renewed.

6.1.3.5 The UFP member must file the appeal within seven (7) business days. Thereafter the President will advise the Board of Trustees within five (5) business days. The Board of Trustees will set a date for the hearing within ten (10) business days, at which hearing at least a quorum will be present. Their response must occur within fifteen (15) business days.

6.2 Career Appointment

6.2.1 Definition

6.2.1.1 A career appointment will be a five year term appointment to a full-time position listed in Schedule A, with the exception of Instructor, Assistant Professor, Associate Professor and Professor, which career appointment will not be affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article.

6.2.1.2 A full year of service will be defined to be the fulfillment of a ten or twelve month obligation beginning on the first of September of any given year.

6.2.1.3 Only leaves of absence with pay (such as sabbatical, sick leave, and vacation leave) will be credited as the normal fulfillment of the professional obligation for the period of the leave in determining the number of full years of service completed by a full-time member of the non-teaching UFP members.
6.2.1.4 Unless waived by the Board of Trustees at the time of granting the leave of absence, all leaves of absence without pay and approved by the Board of Trustees will be deemed to have interrupted otherwise full years of continuous service.

6.2.2 Eligibility

All full-time members of the UFP who hold one of the positions listed in the description (as referred to in paragraph 6.2.1.1) will be eligible.

6.2.3 Procedures

6.2.3.1 Between September 1 and November 1 of the fifth full year of continuous service by a non-teaching UFP member who has held one of the positions listed in the definition during each of the preceding four years, his or her immediate supervisor will prepare a recommendation, together with appropriate background data. The immediate supervisor will make his or her recommendation and forward it to the appropriate senior-level supervisor responsible for that position, together with the recommendation of the immediate supervisor, prior to December 1. In case the appropriate senior-level supervisor and immediate supervisor are the same person, the appropriate senior-level supervisor may wish to add additional comments after receiving the recommendation of the committee. The appropriate senior-level supervisor will forward all of the material, together with his or her own recommendation, to the President, who will make a recommendation to the Board of Trustees for action. The non-teaching UFP member will be informed of the action prior to February 1. All recommendations and materials prepared for this action will be placed in a separate file in the Office of the President.

There will be no appeal of the decision by the Board of Trustees.

6.2.3.2 Between September 1 and November 1 of the fifth full year of continuous service in a career appointment, regardless of whether or not the first years have been interrupted by leaves, the same procedure as outlined in paragraph VI. B. 3 will be followed for each UFP member holding such an appointment.

6.2.3.3 A non-teaching UFP member who has been advised under paragraph 3.a. above that he or she is not going to receive a renewal of a career appointment may appeal such determination to the Board of Trustees. If the non-teaching UFP member who has a career appointment desires, the Board of Trustees will make available for his or her review and appeal the unfavorable comments that formed the basis for non-reappointment. The appeal must be filed with the
President within seven (7) calendar days of such notice. The President will immediately advise the Board of Trustees of the appeal. The Board of Trustees will set a date for a hearing to be conducted by the Board of Trustees, at which hearing at least a quorum of six (6) trustees will be present, within seven (7) days of the receipt of the appeal. At this hearing the UFP member may be accompanied by a representative of his or her choice, and either or both of them may present, orally and/or in writing, such non-teaching UFP member’s statement in response to the decision of the Board of Trustees. The Board of Trustees will render a decision and reply to the appeal within fifteen (15) days after hearing. The reply from the Board of Trustees will constitute final action, and there will be no appeal from this decision by the Board of Trustees.

6.2.3.4 In the case of a non-teaching UFP member who has not been granted a career appointment, he or she will be given an opportunity to accept a one year term appointment for the following academic year, after which time his or her appointment will not be renewed.

6.2.3.5 The appeal must be filed within seven (7) business days. The President will advise the Board of Trustees within five (5) business days. The Board of Trustees will set a date for the hearing within ten (10) business days, at which hearing at least a quorum will be present. Also, the response will remain at fifteen (15) days, but change to business days.

6.3 Terminations

6.3.1 Termination for Physical or Mental Incapacity

The service of UFP members may be terminated at any time by the Board of Trustees if they receive a recommendation from the President that such member is incapable, either physically or mentally, of performing the duties of his/her job.

In order to make such recommendation, the president must have documentation from either the member’s own physician, or from an independent medical physician specializing in the treatment of such mental or physical incapacities as the member is alleged to have. The College President, with approval of the UFP President, will choose the independent medical physician. The member will submit to an independent medical exam, which will be paid for by the College; the member will provide all medical records, and any other cooperation reasonable and necessary. The report of the physician will be confidential and will only be provided to the UFP member and the President of the College (or his designee) and the Board of Trustees.
6.3.2 Termination for Cause

6.3.2.1 The services of UFP members may be terminated for cause at any time before the completion of a five-year term appointment. Cause consists of inadequate performance of duties, unsatisfactory service, misconduct or violation of the Policies of the Board of Trustees.

6.3.2.2 When the President has information or has received a complaint against a UFP member, subject to this article, containing allegations which, if true, might serve as grounds for discipline, and the President deems such information or complaint to be substantial, the President will make such further investigation as he or she deems appropriate. If the President believes that charges should be brought against such UFP member, the President will cause to be served upon this UFP member a written statement of the charges against him or her.

6.3.2.3 Final action will not be taken on such charges until after the expiration of 30 days from the date of service of such notice upon the UFP member charged, during which time the UFP member, or his or her representative, may make a written request to the President for a hearing, which, at the UFP member’s request, will be public. If a request is not made, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges will not be taken until the hearing has been held and the matter presented to the Board of Trustees.

6.3.2.4 The President and the President of the UFP will meet and mutually agree upon a hearing officer from a list provided by the Public Employees Relations Board. The cost of the hearing officer will be borne equally by both parties. At such hearing, the employee charged will be entitled to be present, to be represented by a person of his or her choice, to present witnesses in his or her own behalf, and to confront and question witnesses against him or her. The College will bear the burden of proving the charged preferred against the employee. All testimony at such hearing will be under oath. A permanent record will be taken of each such hearing and will be preserved for five (5) years in the College’s Office of Human Resources.

6.3.2.5 The failure of a UFP member against whom charges have been preferred to appear at a hearing or to give testimony during any hearing held pursuant to this article, will not prevent the Hearing Officer from making findings of fact and determining guilt or innocence based on evidence and testimony presented during any hearing held pursuant to this article.
6.3.2.6 In the event the Hearing Officer finds the UFP member innocent of the charges presented against him or her, such charges will be dismissed.

6.3.2.7 In the event the UFP member against whom charges have been preferred is found guilty by the Hearing Officer, the Hearing Officer will forward to the President his or her findings and recommendations as to the penalty to be imposed. The President will review such findings and recommendations and submit them together with his or her recommendations to the Board of Trustees, together with a copy of the record of the hearing in the event a hearing is held.

6.3.2.8 The Board of Trustees will review the record, if any, and the recommendations of the Hearing Officers and the President and will impose such penalty as it deems appropriate in the interests of justice. The determination of the Board of Trustees pursuant to this Article will not be subject to the provisions of any grievance procedure established in this Agreement.

6.3.2.9 When, in the opinion of the President, there is a danger to the College, its employees, its students, or the public, a person upon whom charges have been served may be suspended by the President without salary pending final action upon such charged by the Board of Trustees. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his or her position by action of the Board of Trustees, he or she will be paid the salary which he or she otherwise would have received during the period of such suspension.

6.3.3 Termination for Retrenchment

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

Article 7: Consideration for Vacancies

The President of the College will inform the President of the UFP of approaching vacancies on the staff and of new positions to be created simultaneously to releasing this information to the public or soliciting
for replacements in order to give the present UFP members the opportunity to apply for the positions. The President of the Association will be provided with a copy of the job description for the position being recruited. A UFP member wishing to be considered for such a vacancy will be afforded an interview by the administrator or administrative officer responsible for that position.

Article 8: Resignation

8.1 A teaching UFP member will notify the President and appropriate senior-level supervisor, in writing, at least forty-five (45) calendar days prior to the first day of the following semester that he or she does not intend to return; provided, however, that the President, or his or her designee, may waive compliance with this notice requirement.

8.2 A non-teaching UFP member will notify the President and appropriate senior-level supervisor, in writing, at least thirty (30) calendar days prior to the effective date of the resignation; provided, however, that the President, or his or her designee, may waive compliance with this notice requirement.

Article 9: Professional Obligation

The appointment year for each UFP member will be from September first through August thirty-first next following. The professional obligation of a UFP member having a twelve (12) month obligation will commence on September first, or on the effective date of appointment, whichever is later, and continue until August thirty-first next following. The professional obligation of a UFP member having a ten (10) month obligation will commence on September first, or on the effective date of appointment, whichever is later, on which day he or she will report for service, unless otherwise directed by the College President, or his or her designee, and continue until June thirtieth of that appointment year, subject to the provision below, unless notified of his or her release at an earlier date by the College President.

Whenever the academic year commences in the month of August, the professional ten month obligation will commence on the first day of the academic year as established in the College calendar and will continue for ten (10) calendar months, subject to the provision of this Article. UFP members having a ten (10) month obligation will not be required to report for service on those days, on which the College is open, which have been designated as Thanksgiving, Christmas or spring recess periods for full-time day students, and other holidays as set forth in the academic calendar. The term “service” as used herein will mean the availability of the UFP member to properly perform the duties and responsibilities of his or her professional obligation, under the general supervision of the administrator or administrative office to whom he or she reports.

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

Members of the teaching faculty will schedule, for the benefit of their students, at least six (6) office hours per week, distributed over at least three (3) days of the week in increments of not less than thirty (30) minutes. Members of the teaching faculty will not be required to be available on campus after June 1, or the scheduled Commencement Day, whichever is later.

9.1 Academic Calendar

9.1.1 Every alternate year, a tentative academic calendar will be prepared two (2) years in advance. Any significant calendar changes since the previous calendar schedule will include input from the UFP Officers.

9.1.2 The tentative academic calendar will be submitted by the Vice President of Academic Affairs to the President of the UFP by April 1 every academic year.

9.1.3 The final Academic Calendar will be provided to UFP members by May 1 of the prior year.

9.2 Professional Obligations for Teaching Faculty:

- Meeting scheduled classes
- Holding scheduled office hours for students
- Providing academic advisement
- Attending Academic Senate and Division/School and discipline-specific meetings
- Participating in and attending meetings of committees on which they serve
- Updating or developing courses in their discipline
- Participating in program reviews within their divisions and maintaining accreditation
- Participating in Faculty Institute week activities, including student registration
- Participating in course and program level assessment activities within their divisions, following the procedures from the Academic Affairs Assessment Plan
- Participating in curriculum development
- Attending graduation and convocations
- Participating in Professional development activities supported by the College

These obligations represent the minimal requirements. All teaching faculty are expected to carry out their obligations in a manner that supports a relevant academic curriculum and reflects a commitment to student learning.
9.3 Appointed Committee Assignments

UFP members will not be obligated to serve on:
- More than one standing committee per academic year, and
- More than one non-standing committee per academic year such as: employee search committee, Presidential -or Vice Presidential- appointed committee, ad hoc committee, advisory committee, FSA

UFP members may volunteer for additional committee assignments.

9.4 UFP members requested to perform their regular professional duties other than teaching beyond the academic work year will be compensated at the maximum hourly rate for part-time professionals.

9.5 UFP members requested to engage in activities outside of their professional obligations as identified in Article IX of this contract do so with compensation for their time as noted below. This list is not exclusive, and other activities not listed will be added by the parties as they are created.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Compensation</th>
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<tbody>
<tr>
<td>Program Review or Accreditation Chair</td>
<td>3 credit hours release time for 1 semester or a 3 credit overload following a collaborative agreement between the Dean and the Faculty member. The Dean submits recommendation to the Vice President for approval.</td>
</tr>
<tr>
<td>Academic Program Developer</td>
<td>3 credit hours release time for 1 semester</td>
</tr>
<tr>
<td>Summer/Off-hours Student Advisement/Registration</td>
<td>The maximum hourly rate for part-time professionals</td>
</tr>
<tr>
<td>Adjunct Instructor Observation</td>
<td>$65 per observation</td>
</tr>
</tbody>
</table>

Article 10: Professional Teaching Assignments

10.1 Whenever used in this article:

10.1.1 The term "teaching UFP member" will mean a UFP member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.
10.1.2 The term “class period” will mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations, or combinations of these; and will also mean that one student credit hour would be assigned to a course requiring at least fifteen (15) such periods, and would extend through the semester as indicated in the academic calendar of the College.

10.1.3 The term “practicum period” will mean a fifty (50) minute period devoted to the direction and guidance of student application and/or development of principles and concepts in the particular physical environment. The practicum period includes laboratory, studio periods, and drafting work and will mean that the course would require in excess of fifteen (15) such periods for each student credit hour assigned to the course, and would extend through the semester as indicated in the academic calendar of the College.

10.1.4 The term “contact hour” will be the equivalent of fifteen (15) class periods or practicum periods.

10.1.5 The term “teaching credit hour” will be the equivalent of fifteen (15) class periods or twenty-two and one half (22.5) practicum periods. On or before January 1, 2016 a Committee to include the Vice President of Academic Affairs, the Dean of Math Science Technology and Health, and two (2) UFP members to review practicum hours and contact hour equivalent in order to make a recommendation to the College President by May 31, 2016 for review.

10.1.6 The fifteen fifty (50) minute instructional units may be combined or divided into other time periods on a pro-rata basis.

10.2 Designation of such class periods or practicum periods for any new course, or changes in such designation will follow procedures established by the College.

10.3

10.3.1 The normal teaching load for the fall and spring semesters for a full-time teaching UFP member will be thirty (30) teaching credit hours or thirty-six (36) contact hours, whichever is reached first in adding the courses to be taught in the spring semester; however, the Division Dean may assign a teaching UFP member to a load of not more than thirty-two (32) teaching credit hours or not more than thirty-eight (38) contact hours when, in his or her opinion, the proper scheduling of classes requires such modifications. Full-time faculty qualified in the discipline will be scheduled for load prior to adjunct assignments.
10.3.2 The teaching load will, wherever practicable, be fifteen (15) teaching credit hours or eighteen (18) contact hours per semester, except that when the semester teaching load would not otherwise exceed fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course may be assigned for that semester, provided the maximum for the fall and spring semester, as stated above, will not be exceeded. Evening courses may be assigned to a teaching UFP member as part of his or her normal teaching obligation.

10.3.3 A teaching UFP member will not normally be required to be responsible for more than three (3) course preparations per semester. Additional preparations may be required with extra compensation.

10.3.4 The normal teaching load of the teaching UFP member who is engaged to each less than two (2) semesters during the year will not be less than fourteen (15) nor more than sixteen (16) teaching credit hours, or not less than seventeen (17) nor more than nineteen (19) contact hours each semester during which he or she has a teaching obligation.

10.4

10.4.1 Teaching UFP members who wish to be scheduled for courses pursuant to Article 5, for additional compensation, should notify their Division Dean, in writing, prior to formal registration period for classes for the semester in which they wish to be scheduled. Such assignments must have the approval of the Division Dean, and are subject to the availability of appropriate courses. Such request for extra compensation will not take priority over courses already assigned to part-time instructors.

10.4.2 The teaching professional who requests teaching a compensated overload pursuant to the provisions of this Agreement and who received approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article XVII. Qualified full-time faculty will receive first refusal to teach an overload at the time the schedule is developed. Overloads will be paid in the semester that the overload is taught.

10.4.3 The teaching faculty member who requests teaching a compensation overload pursuant to the provisions of this Agreement and receives approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article XVII, paragraph A.

10.5 Teaching UFP members who request teaching in the summer session and receive approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article 17, paragraph 17.1. The maximum course load for the summer session will be eight (8) teaching credit hours.
10.6 Exceptions or temporary waivers of the provisions of this Article may be made or granted by written notification in advance by the Vice President of Academic Affairs, in accordance with the procedures established by the President, except that no teaching UFP member will have his or her load increased beyond the maximum without his or her written permission. A copy of the exception or temporary waiver will be made to and granted by the Vice President of Academic Affairs. A copy of the exception or temporary waiver will be provided to the UFP member.

10.7 The provisions of the Article will be subject to the availability of the funds and space.

**Article 11: Faculty Records and Inspection of Files**

11.1 The College will maintain one personnel file for each UFP member.

11.2 The Personnel File will contain the following:

11.2.1 Information relating to the UFP member’s academic and professional accomplishments submitted by the UFP member or placed in the file at the UFP member’s request, except for placement folders or references provided by agencies or individuals at the time the UFP member was being considered for a position at the College. All formal correspondence between the UFP member and the President will be placed in this file.

11.2.2 Copies of all annual evaluations of the UFP member’s professional performance at the College will not be placed in the UFP member’s personnel file until the UFP member has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such evaluation will be initialed by the UFP member before being placed in his or her file. This initialing will not be deemed to constitute approval by the UFP member of the contents of such evaluations. If the UFP member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect will be affixed to the evaluation.

11.2.3 The College will also maintain a file of business records relating to the UFP member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above, and may be inspected by the UFP member or his or her representative at reasonable times during the business hours of the Vice President of Administration’s Office.

11.3 The personnel file will be available for review to the UFP member and his or her representative at reasonable times during the business hours of the Office of Human Resources. Such files will be treated in a confidential manner.
11.4 UFP members will not be required to furnish personal or educational data previously submitted to the administration, but each UFP member will furnish whatever new or updated information is needed to maintain his or her personnel file on a current basis.

11.5 The personnel file will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

Article 12: Evaluation and Reappointment

12.1 After the first of January of each year, the College will decide whether the UFP member will be offered a reappointment for the year beginning the following first of September. For each UFP member to be offered a reappointment, a single written evaluation will be prepared. Each person preparing all or any part of a written evaluation will sign his or her name to the part he or she prepared, and every other person involved in the review of such evaluation may add any comments, remarks, or observations to such written evaluation provided that such person will sign his or her name to such comments, remarks, or observations, if any. Such a written evaluation will be prepared also for those who hold, or have been granted, continuing or career appointments. The written evaluation, or UFP members holding a continuing or career appointment, will set forth a section entitled Special Areas of Concern in which section the evaluators will identify areas that need improvement, if any.

12.1.1 By April 1st of each spring semester, bargaining unit members will submit to their Division Chairperson a summary of professional activities that have taken place during the past year. The format of the summary will be at the discretion of the bargaining unit member.

12.1.2 Teaching UFP members will develop their own course evaluation instrument and administer it to their students on an annual basis (bi-annual if on continuing appointment). The purpose of the evaluation will be to identify topics for discussion between the instructor and his/her Division Dean. This discussion will not be punitive or disciplinary; rather, it will be issued to share information and improve instruction. The evaluation forms will be the property of the instructor.

12.1.3 Generally, evaluations will not contain specific reference to class size or grade distributions.

12.1.4 Section 12.1.2 above is optional for those in the rank of Full Professor for ten (10) or more years.
12.2 Whenever the College decides, after a careful review of all factors known to it, not to reappoint a UFP member, this will be communicated to that person by his or her immediate supervisor in a personal meeting before the decision not to reappoint is presented in writing to such UFP member by the President. The UFP member may request a meeting with his or her immediate supervisor to present his or her position in regard to the matter and this will be granted within fifteen (15) days before the decision not to appoint has been communicated in writing. At the meeting, the UFP member may present any written or oral statement or other documents which he or she considers appropriate. Following the meeting, copies of all written statements or documents will be forwarded to the President of the College for his or her information, together with any additional statement in writing which the UFP member wishes to submit as a result of the meeting. These documents will be placed in the personnel file of the UFP member. The President of the College may, at his or her discretion, add to such file any comments or observations that he or she may deem appropriate.

12.3 Failure to reappoint a UFP member will not be subject to the grievance procedure.

12.4 Should the direct supervisor decide to utilize classroom visitations as part of the evaluation process, such classroom visitations will be made upon advance notice to the teaching UFP member as to the time and place of such visitation. Should the Dean or Vice President decide to utilize classroom visitations as part of the evaluation process, such classroom visitations or access to a faculty member’s online course will be allowed and made upon advance notice. For online access, the faculty member must be made aware of the time frame when the visitation is to occur.

12.5 In the case of those who will be offered a reappointment, as well as those holding or granted continuing or career appointments, the supervisor will discuss the evaluation with the UFP member, who, prior thereto, will have been given an opportunity to inspect and receive a copy of such evaluation. This annual conference will be held with the immediate supervisor prior to June 1 of the current year. At the annual conference, the UFP member will have the right to bring in any material her or she feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its placement in the UFP member’s personnel file.

At such conference, the UFP member’s total academic and professional program for that year and cumulatively to date will be reviewed. Immediately following the discussion of the evaluation with the UFP member, the supervisor will prepare a record of the discussion in memorandum form. Such memorandum will become a part of the UFP member’s personnel file. The UFP member may prepare a similar memorandum, which will also become a part of the UFP member’s personnel file subject to the provisions of this Agreement.
Article 13: Staff acceptance or Rejection of Appointment

13.1 In the case of UFP members eligible for reappointment, the President will notify, in writing, each UFP member as to whether or not his or her appointment is to be renewed.

13.1.1 For those appointed prior to the first of September of a given academic year, such notification will be given prior to the following first of March.

13.1.2 For those appointed between the first of September and the first of March, such notification will be given prior to the first day of May.

13.1.3 For those appointed on or after the first of March, for terms expiring prior to the first of September, such notification will be given prior to the 15th day of June.

13.1.4 The appointment year will be in accordance with the Article on Professional Obligation in this Agreement.

13.2 A notification of reappointment will be in writing and will contain a statement of intention with respect to the following items:

13.2.1 The position and department or office to which the UFP member will be assigned, together with any significant change contemplated in the responsibilities of the position.

13.2.2 Rank, where applicable.

13.2.3 Salary amount, which will be subject to such modifications as may result pursuant to terms of a contract executed by the Employer and the Employee organization pursuant to the Taylor Act.

13.3

13.3.1 Upon notification by the President that his or her term appointment is to be renewed, the UFP member will accept or reject the reappointment, in writing, within twenty-one calendar days following the date of the letter of notification.

13.3.2 Should an Associate member receiving a notice of reappointment not accept in writing within the time specified above, the College will send a letter to the UFP member via certified mail. Failure to respond within an additional ten (10) days from the date of the letter will be considered an effective resignation.

13.3.3 A UFP member who has been informed under the provisions of this Agreement that he or she will not be reappointed will be afforded an opportunity to submit a resignation, which will become part of his or her personnel file, provided that he or she submits the
letter of resignation within fifteen (15) days following his or her notification that his or her appointment will not be renewed. In such a case, the letter of non-reappointment will not be sent by the President.

Article 14: Promotions in Rank

14.1 Policy

14.1.1 Schenectady County Community College uses a system of academic rank as a way to recognize the quality of a faculty member’s contribution to the College. This system of rank encourages professional development at the levels of primary assignment, as well as in college, university-wide, or community service. A faculty member’s primary assignment is defined by his/her current job description. Typically this includes teaching requirements, advising, and curriculum development.

14.1.2 Promotions granted prior to a continuing appointment will not be deemed a commitment of the College’s intention to grant a continuing appointment.

14.2 Eligibility

All Full-time UFP members who hold the rank of Instructor, Assistant Professor, Associate Professor, Assistant Librarian I, Assistant Librarian II, or Associate Librarian, Counselor I, Counselor II, or Counselor III, Technical Assistant, Technical Specialist, Assistant for Academic Services, Assistant for Continuing Education, Assistant for Admissions, Assistant Director of Financial Aid, Academic/Admissions Advisor I, Academic Computing Specialist I, Athletic Director I, Coordinator of Disabled Student Services I, Coordinator of Career and Employment Services I, Coordinator of Instructional Technology I, Coordinator of Multicultural/Educational Opportunity Programs I, Learning Resource Specialist I, II, III, or Public Relations/ Publications Specialist I.

14.3 Authority to Grant

Authority to grant promotions rests with the Board of Trustees in its sole and absolute discretion following recommendations of the President.

14.4 Periods and Service Eligibility

14.4.1 Regardless of other provisions of this Article, the Board of Trustees may confer promotions at any time and may become effective at any time in accordance with the directives of the Board of Trustees. Usually, such promotions become effective with the
beginning of the next academic year following the date of favorable action by the Board of Trustees.

14.4.2 Promotion in accordance with this Article is based on merit and years of service.

14.4.2.1 Period of Service Required for Consideration of Promotion in Rank

14.4.2.1.1 Instructor to Assistant Professor: One (1) year service at the rank of Instructor

14.4.2.1.2 Assistant Professor to Associate Professor: Four (4) years' service at the rank of Assistant Professor

14.4.2.1.3 Associate Professor to Full Professor: Five (5) years' service at the rank of Associate Professor

14.4.2.2 Professional Development & Service Criteria for Promotion in Rank

14.4.2.2.1 Instructor to Assistant Professor: In order to be promoted in rank, instructors must meet the following criteria:

- Focus on establishing expertise in their primary assignment
- Maintain currency in the discipline and evidence competency in teaching, as evidenced, in part, by receiving a satisfactory evaluation from their Dean.
- Two-year professional development plan submitted to Dean along with yearly self-evaluation (both of which will be maintained in the personnel file)
- Attend division meetings and Academic Senate meetings
- Engage with the larger college community, which might include committee work, further professional development activity, and other college or community service
- Exploring options for further professional, college, and community service

14.4.2.2.2 Assistant Professor to Associate Professor: In order to promoted in rank, Assistant Professors must meet the following criteria:

- Maintain focus on primary assignment and continue with activities noted above in paragraph 14.4.2.2.1.
- Stay current in area of expertise and contribute to the maintenance and development of curriculum within their division
- Make evident the improvement and refinement of their teaching both by a written self-evaluation that describes how student and
evaluations have helped to improve their teaching, and by a satisfactory evaluation from their Dean.

- Attend at least one conference in their discipline and provide a written report on how this has improved their teaching or advanced their disciplinary knowledge, or publish a scholarly review or paper.

- Demonstrate successful completion of their two-year professional development plan and develop a new three-year professional development plan, in consultation with their Dean.

- Participate in at least two professional develop activities, such as course or program development, grant-writing, external program or peer review.

- Participate in college, university, or community service, such as governance or union leadership, coordination of lecture series, chairing of a standing or ad hoc committee, club advising, service on SUNY advisory teams or councils, or service on community advisory or governing boards.

- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

14.4.2.2.3 Associate Professor to Professor: In order to be promoted in rank, Associate Professors must meet the following criteria:

- Maintain focus on primary assignment and continue with activities noted above in paragraph 14.4.2.2.1 and 14.4.2.2.2.

- Demonstrate consistent excellence in the performance of their primary assignment by showing significant improvement and refinement in teaching, as evidenced, in part, by a satisfactory evaluation from their Dean.

- Take leadership role in curricular or program development.

- Demonstrate successful completion of their three-year professional development plan and develop a new four-year professional development plan, in consultation with their Dean.

- Indicate an ongoing commitment to sharing expertise and knowledge by regularly accepting leadership roles on college or university-wide committees.
  - Demonstrate continued commitment to the discipline by engaging in activities such as research (including student research), continuing education, industry certifications, and conference presentations.

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14.4.2.3 Full-time faculty are required to be observed and evaluated in the classroom. Instructors must be observed by the Dean every year; Assistant Professors, every three years; Associate Professors, every four years; and Professors, every five years. Full-time faculty have the option of requesting that a peer also observe and evaluate them in the classroom. This request must be made concurrent with the Dean’s request to observe full-time faculty in the classroom. All faculty under consideration for promotion in rank must have been observed within a year prior to that consideration.

14.4.2.4 Professional development is facilitated by the production of individual professional development plans. Full-time faculty are required to generate these plans according to the aforementioned timeline and in consultation with their Deans. Professional development plan goals may be met by a variety of professional development activities designed to:
  • Improve teaching and student learning
  • Expand existing competency in one’s primary assignment
  • Develop competency in a new, but related, area
  • Training to undertake a new assigned college role
  • Develop new college courses or programs
  • Gain breadth or diversity through meaningful interdisciplinary or extra-disciplinary work
  • Initiate special coordinated programs with professional societies, participate in industry-sponsored programs, or develop partnerships with business and industry
  • Benefit the college, community, or society through participation in programs, engagement in research, or proposal of innovations
  • Revitalize professional commitment and enthusiasm
  • Improve student retention and completion

14.4.2.5 Promotion Pay

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<td>Associate Professor to Full Professor</td>
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14.5 Procedures

14.5.1 Promotion from Instructor to Assistant Professor

14.5.1.1 The question of a UFP member’s promotability from Instructor to Assistant Professor will be raised and considered prior to, or coincident with, continuing appointment considerations.
14.5.1.2 On or before January 1, the instructor's immediate supervisor will forward his or her recommendations for promotion to the Vice President of Academic Affairs. The Vice President of Academic Affairs will, after adding his or her recommendations, forward all recommendations to the President who in turn will make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the instructor prior to March 1.

14.5.1.3 All recommendations will be supported by the evidence available.

14.5.1.4 In the absence of recommendations by the immediate supervisor, the Vice President of Academic Affairs may initiate whatever action he or she deems necessary to insure that each instructor is appropriately considered and his or her status reviewed.

14.5.2 Promotion from Assistant Librarian I to Assistant Librarian II

14.5.2.1 The question of a UFP member's promotability from Assistant Librarian I to Assistant Librarian II will be raised and considered prior to, or coincident with, continuing appointment considerations.

14.5.2.2 On or before January 1, the Assistant Librarian I's immediate supervisor will forward his or her recommendations for promotion to the Vice President of Academic affairs. The Vice President of Academic Affairs will, after adding his or her recommendations, forward all recommendations to the President, who in turn will make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of Favorable action by the Board of Trustees will be conveyed in writing to the Assistant Librarian I prior to March 1.

14.5.2.3 All recommendations will be supported by the evidence available.

14.5.2.4 In the absence of recommendations by the immediate supervisor, the Vice President of Academic Affairs may initiate whatever action he or she deems necessary to insure that each Assistant Librarian I is appropriately considered and his or her status reviewed.
14.5.3 Promotion from Counselor I to Counselor II

14.5.3.1 The question of a UFP member’s promotability from Counselor I to Counselor II will be raised and considered prior to, or coincident with, continuing appointment considerations.

14.5.3.2 On or before January 1, the Vice President of Student Affairs will forward his or her recommendations for promotion of Counselor I to Counselor II to the President who in turn will make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the Counselor I prior to March 1.

14.5.3.3 All recommendations will be supported by the evidence available.

14.5.3.4 In the absence of recommendations by the Vice President of Student Affairs, the President may initiate whatever action he or she deems necessary to insure that each Counselor I is appropriately considered and his or her status reviewed.

14.5.4 Promotion from Technical Assistance to Senior Technical Assistant

14.5.4.1 The question of a UFP member’s promotability from technical assistant to senior technical assistant will be raised and considered prior to, or coincident with, career appointment considerations.

14.5.4.2 On or before January 1, the Technical assistant’s immediate supervisor will forward his or her recommendations for promotion to the Vice President of Academic Affairs. The Vice President of Academic affairs will, after adding his or her recommendations, forward all recommendations to the President, who in turn will make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the technical assistant prior to March 1.

14.5.4.3 All recommendations will be supported by the evidence available.

14.5.4.4 In the absence of recommendations by the immediate supervisor, the Vice President of Academic Affairs may initiate whatever action he or she deems necessary to insure that each technical assistant is appropriate considered and his or her status reviewed.
14.5.5 Promotion from Technical Specialist to Senior Technical Specialist

14.5.5.1 The question of a UFP member’s promotability from technical specialist to senior technical specialist will be raised and considered prior to, or coincident with, career appointment considerations.

14.5.5.2 On or before January 1, the technical specialist’s immediate supervisor will forward his or her recommendations for promotion to the Vice President of Academic Affairs. The Vice President of Academic Affairs will, after adding his or her recommendations, forward all recommendations to the President, who in turn will make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of Favorable action by the Board of Trustees will be conveyed in writing to the technical specialist prior to March 1.

14.5.5.3 All recommendations will be supported by the evidence available.

14.5.5.4 In the absence of recommendations by the immediate supervisor, the Vice President of Academic Affairs may initiate whatever action he or she deems necessary to insure that each technical specialist is appropriately considered and his or her status reviewed.

14.5.6 Promotion to Academic/Admissions Advisor II, Academic Computing Specialist II, Associate Director of Admissions, Associate for Academic Services, Associate for Continuing Education, Associate Director of Financial Aid, Athletic Director II, Coordinator of Career and Employment Services II, Coordinator of Disabled Student Services II, Coordinator of Instructional Technology II, Coordinator of Multicultural/Educational Opportunity Programs II, Relations/Publications Specialist II

14.5.6.1 The question of a UFP member’s promotability from Academic/Admissions Advisor I to II, Academic Computing Specialist I to II, Assistant to Associate Director of Admissions, Assistant to Associate for Academic Services, Assistant to Associate for Continuing Education, Assistant to Associate Director of Financial Aid, Athletic Director I to II, Coordinator of Career and Employment Services I to II, Coordinator of Disabled Student Services I to II, Coordinator of Instructional Technology I to II, Coordinator of Multicultural/Educational Opportunity Programs I to II, Learning Resource Specialist I to II, or Public Relations/ Publications Specialist I to II will be raised and considered prior to or coincident with career appointment considerations.
14.5.6.2 On or about January 1, the immediate supervisor will forward his/her recommendations(s) for promotion to the supervising Dean. The supervising Dean will after adding his/her recommendations(s) for promotion will forward all recommendation(s) to the President who in turn will make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.

14.5.6.3 All recommendations will be supported by the evidence available.

14.5.6.4 In the absence of recommendations by the immediate supervisor, the supervising Dean may initiate whatever action he/she deems necessary to insure that each eligible UFP member is appropriately considered and his/her status reviewed.

14.5.7 Promotion to the Rank of Associate Professor or Professor

14.5.7.1 It will be the responsibility of the immediate supervisor to forward his or her recommendations for promotion to a Committee Designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.

14.5.7.2 It will be the responsibility of the Committee to initiate such other recommendations for promotion in academic rank as the Committee deems warranted under the provisions of this Article.

14.5.7.3 The Committee will forward its favorable recommendations, together with such evidence as it has collected, to the Vice President of Academic Affairs on or before January 1, who will, after adding his or her recommendations, forward all recommendations to the President.

14.5.7.4 The Chairperson of the Committee will forward to the President, all recommendations which they receive and have not forwarded on to the Vice President of Academic Affairs in the process.

The President will forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.
14.5.8 Promotion to the Rank of Associate Librarian or Librarian

14.5.8.1 It will be the responsibility of the immediate supervisor to forward his or her recommendation for promotion to a Committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.

14.5.8.2 It will be the responsibility of the Committee to initiate such other recommendations for promotion in rank as the Committee deems warranted under the provisions of this Article.

14.5.8.3 The Committee will forward its favorable recommendations, together with such evidence as it has collected, to the Vice President of Academic Affairs on or before January 1, who will after adding his or her recommendations, forward all recommendations to the President.

14.5.8.4 The Chairperson of the Committee will forward to the President all recommendations which they receive and have not forwarded all recommendations and evaluations for action by the Board of Trustees at this February meeting. The President will forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.

14.5.9 Promotion to the Rank of Counselor III or Counselor IV and/or Learning Resource Specialist II or IV

14.5.9.1 It will be the responsibility of the supervising Dean to forward his or her recommendations for promotion to a committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.

14.5.9.2 It will be the responsibility of the Committee to initiate such other recommendations for promotion in rank as the Committee deems warranted under provisions of this Article.

14.5.9.3 The Committee will forward its favorable recommendations, together with such evidence as it has collected, to the supervising Dean on or before January 1, who will after making his or her recommendation, forward all recommendations to the President.
14.5.9.4 The Chairperson of the Committee will forward to the President all recommendations which they received and have not forwarded on to the supervising Dean in the process.

The President will forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.

14.5.10 For all positions in which promotion may occur, the UFP member may initiate a request to be evaluated for promotion based on the criteria used by the College. Prior to November 1st the UFP member’s supervisor will inform the UFP member that he/she is being recommended for promotion. A UFP member not being recommended for promotion may submit to the Promotion Committee, in writing, a request to be considered for promotion along with any supportive documentation. The request must be received by the committee on or before November 15. It is within the absolute discretion of the Committee to determine what, if any, processing of the request will occur and any action or lack of action.

14.5.11 All recommendations and materials resulting in favorable actions will be placed in the personnel file of the UFP member. All other recommendations and materials will be placed in a separate file in the office of the President.

Article 15: Promotional Recognition for Non-Teaching Professional Staff

15.1 Policy

15.1.1 It will be the policy of the College to review periodically and systematically, the status and growth of each non-teaching professional (NTP) UFP member and to seek to confer the promotional recognition as is deemed warranted in accordance with this article.

15.1.2 A promotional recognition granted prior to a career appointment will not be deemed a commitment of the College’s intention to grant a career appointment.

15.2 Eligibility

15.2.1 Any full-time NTP UFP member who has not received a promotional recognition and holds the title of Senior Technical Assistant, Senior Technical Specialist, Academic/Admissions Advisor II, Academic Computing Specialist II, Athletic Director II, coordinator of Disable Student Services II, Coordinator of Career and Employment
15.2.2. A full-time NTP UFP member in any position defined may apply for the promotional recognition any year after the third year of continuous service at the College. Absent an earlier request, each NTP UFP member will be evaluated for promotional recognition prior to the tenth year of employment.

15.3 Authority to Grant

Authority to grant promotional recognitions rests with the Board of Trustees in its sole and absolute discretion following recommendations of the President. Denial of a promotional recognition will not be subject to the grievance procedure provided for in Article 30 of this Agreement.

15.4 Periods and Service Eligibility

15.4.1 Notwithstanding any provision of this Article, promotional recognition may be conferred at any time and may become effective at any time in accordance with a directive of the Board of Trustees. Unless an alternative effective date is identified by the Board of Trustees, a promotional recognition becomes effective with the beginning of the next academic year following the date of favorable action by the Board of Trustees.

15.4.2 Promotional recognition in accordance with this Article is based on merit.

15.5 Procedures

15.5.1 On or before January 1, the UFP member’s immediate supervisor will forward his or her recommendations for a promotional recognition to the appropriate Dean for their department. Two weeks prior to this date, the UFP member’s immediate supervisor will indicate his or her intention, in writing, to the UFP member to recommend him or her for a promotional recognition. The Dean will, after adding his or her recommendations, forward all recommendations to the President, who in turn will make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.
15.5.2 All recommendations will be supported by the evidence available.

15.5.3 In the absence of recommendations by the immediate supervisor, the appropriate Dean may initiate whatever action he or she deems necessary to insure that each UPF member is appropriately considered and his or her status reviewed.

15.5.4 Pending an MOU to be completed in fall 2015 and to be made addendum to the contract, pay for promotion in rank will remain the same as stated in a memorandum entitled “Continuing and Career Appointments and Promotions Increases,” and sent by President Quintin Bullock to the SCCC Board of Trustees on February 2, 2012. That language states “[a] staff member granted a promotion to a rank other than an advanced rank (e.g. senior technical assistant) be awarded $1,150 as an addition to base salary” and “[a] staff member granted a promotion to an advanced rank, (i.e. associate professor, professor, or the equivalents) be awarded $1,400, as an addition to the base salary.”

15.5.5 In fall 2015, the UFP President will appoint a panel to review promotion criteria and pay for non-teaching faculty at the college. That panel will consist of one UFP member from each of the following divisions: library, culinary, student affairs, admissions, and computing. Their work is to be completed and reviewed prior to November 16, 2015; thereafter it will be submitted to the Board of Trustees for approval no later than the December meeting of the Board.

15.5.6 If an agreement is not reached, the current practices will remain in effect.

Article 16: Salaries

16.1 Categories
For the purpose of establishing an appropriate salary Schedule, all full-time non-teaching UFP members will be assigned to categories as follows:

16.1.1 Category A
Technical Assistant

16.1.2 Category B
Senior Technical Assistant
Technical Specialist
16.1.3 **Category C**
- Academic/Admissions Advisor I
- Academic Computing Specialist I
- Assistant Director of Admissions
- Assistant Director of Financial Aid
- Assistant for Academic Services
- Assistant for continuing Education
- Assistant Librarian I
- Athletic Director I
- Coordinator for Disabled Student Services I
- Coordinator of Career and Employment Services I
- Coordinator for Multicultural/Educational Opportunity Programs I
- Counselor I
- Learning Resource Specialist I
- Public Relations/Publications Specialist I
- Senior Technical Specialist

16.1.4 **Category D**
- Academic/Admissions Advisor II
- Academic Computing Specialist II
- Athletic Director II
- Assistant Librarian II
- Coordinator of Career and Employment Services II
- Coordinator of Disabled Student Services II
- Coordinator of Multicultural/Educational Opportunity Programs II
- Counselor II
- Public Relations/Publications Specialist II
- Learning Resource Specialist II

16.1.5 **Category E**
- Associate for Academic Services
- Associate for Continuing Education
- Associate Director for Academic Computing
- Associate Director of Admissions
- Associate Direct of Financial Aid
- Associate Librarian
- Coordinator of Instructional Technology I
- Counselor III
- Learning Resource Specialist III
16.1.6 **Category F**
- Coordinator of Instructional Technology II
- Counselor IV
- Learning Resource Specialist IV
- Librarian

The Board of Trustees reserves the right to create additional categories and upgrade positions where it is deemed to be in the best interests of the College to do so.

16.2 **Salary Schedule**

General salary increases by academic year are:

**2013-14** Equity Adjustments ranging from $550 to $1,000 based on job titles

- **Academic Advisory, Non-Traditional Career Advisory, Graphic Designer II** $550
- **Instructor** $600
- **Network Specialist** $700
- **Assistant Professor** $750
- **Coordinator for ADA Transition Services** $775
- **Senior Technical Assistant** $800
- **Librarian, Assistant Registrar, Assistant Director of Academic Advisement and Retention, Associate for Workforce Development, Public Relations**
  - **Publication Specialist II** $850
- **Associate Professor** $900
- **Assistant Director of Career and Transfer Services, Associate Director or Admissions, Acting Director of Wellness and Support Services, Associate Director of Financial Aid, Teaching and Learning Specialist** $950
- **Professor** $1,000

**2014-15**
- 1% salary increase + $700 equity adjustment

**2015-16**
- 1.5% salary increase + $400 equity adjustment, and

**2016-17**
- 1.5% salary increase in September + $500 equity adjustment

16.3 If a teaching UFP member leaves service for retirement or otherwise between the fall and spring semesters, he/she will receive no less than 50% of his/her annual salary for completion of the fall semester.
Article 17: Compensation for Summer, Evening, and Overload Employment

17.1 Members of the teaching faculty will receive compensation for teaching faculty will receive compensation for teaching within their discipline as an overload or during the summer on the basis of one-fortieth of their current base salary for each teaching credit hour up to a maximum of: $1000.00 for 2015-2016 and $1050.00 for 2016-2017. Members of the teaching faculty teaching non-credit courses, at any time, or teaching outside their discipline as an overload or during the summer will be compensated at the same rate as established for part-time instructors.

17.2

17.2.1 Member of the non-teaching faculty receiving a teaching assignment will be compensated at the rate established for part-time instructors.

17.2.2 In the event non-teaching ten month staff are asked to perform their normal professional functions during July and August, such UFP members will receive additional compensation for such services computed at the rate of one forty-second of their current base salary for each week of such service, except that pro-rata reductions will be made for part-time services.

17.3 Compensation for an independent study will be equivalent to the Schenectady County resident tuition paid by the student for the independent study which will be paid in a single payment following assignment of responsibility.

17.4 Compensation for each assigned additional preparation in a semester as provided in Article 10.3.3 will be $300.00, which will be paid as a single payment following assignment of responsibility.

Article 18: Sabbatical Leave

The College recognized that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a faculty member is engaged in full-time service on the campus. The College therefore recognized the desirability of a sabbatical leave policy as will be of benefit to both the College and the faculty member.

The purpose of such leave is to provide opportunity to improve the qualifications of the faculty member, the quality of his or her professional performance and the value of the member's fuller service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the College.
If such sabbatical leave is granted, the recipient will file a full report which the President within three (3) months after his or her return.

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

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

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

Faculty members will receive one-half of their annual salary during periods of sabbatical leave, which equal or exceed one-half of their annual obligation. Faculty members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The Faculty member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during his or her sabbatical leave, unless the rate of pay received from the other employer exceeds the individual’s regular salary rate of the College. If the Faculty member takes another position rather than returning to Schenectady County Community College to complete the following full year of academic service, the full amount of money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

A faculty member returning from sabbatical leave will retain the rank and position that were in effect before the leave unless he or she will have been promoted, or assigned to a different position with his or her consent. The period of sabbatical leave will be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits will continue in effect during the leave and the sabbatical leave will not be counted as a period of vacation for those in twelve-month appointments.
Applicants will be selected by the Board on the merit of the sabbatical project in accordance with the provisions of this policy. The Board of Trustees will include in the College budget sums of money sufficient for at least one sabbatical leave per budget year.

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

Article 19: Sick Leave and Vacation Leave for Employees in the Professional Service

19.1 Definitions When used in this Part:

The term Calendar year employee will mean any UFP member having a twelve (12) month professional obligation.

19.2 Vacation leave for Calendar Year Employees

19.2.1 Accrual of Vacation Credit:

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

- New Year’s Day
- Martin Luther King Day
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas

If a listed holiday falls on a Saturday or a Sunday, the previous Friday or the Following Monday, Respectively, will be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a schedule student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day.
19.2.2 Accumulation of Vacation Credit:
Vacation leave credits pursuant to this title in excess of their (30) days will not be permitted.

19.2.3 Use of Vacation Leave Credit:
Vacation leave will be taken at such time as may be approved by the UFP member’s direct supervisor.

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

19.3 Vacation Leave for Other Employees

19.3.1 Other Employees: No vacation leave will be granted to any other professional UFP employee in additional to the time during which he or she is permitted to be absent in any calendar year by reason of the terms of his or her annual professional obligation. No such employee will accrue credits for vacation leave.

19.4 Sick Leave

19.4.1 Accrual and Accumulation of Sick Leave Credits: All UFP members in the professional service, other than those on leave without salary pursuant to this Agreement, will accrue credits for sick leave at the rate of one and one quarter days per calendar month during each month or major fraction thereof of their service within the College. Those on leave without salary pursuant to this Agreement will accrue credits for sick leave at the College provided, however, that accumulations of sick leave credits in excess of one hundred and eighty (180) days for calendar year employees and one hundred and sixty-five (165) days for all other UFP members pursuant to this section will not be permitted.

Such UFP members serving on a part-time basis will not accrue sick leave.

19.4.2 Other sick leave Credit:

Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service will be credited, and will be used, if required, in accordance with the provisions of this title.
19.4.3 Authorization by Chief Administrative Officer:

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

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

19.4.3.3 The President or his or her designated officer will permit UFP members to use a maximum of five (5) days of accumulated sick leave credits per academic year as may be available to them by reason of accruals pursuant to the preceding section of this title as may be required by such UFP member in order to care for an immediate family member due to illness. The term “immediate family” will mean spouse, parents, parents-in-law, children, brothers, sisters, grandparents, grandchildren, step parents, step children, foster parents, adopted or foster children, guardianship relationships, and domestic partners.

19.4.4 Sick Leave without Salary:

The president or his or her designated officer, may grant sick leave without salary for a period not to exceed one (1) year to UFP members.

19.4.5 Authorization by the Board of Trustees:

The Board of Trustees after receiving the recommendation of the President, may grant UFP members such sick leave, in addition to that provided by subdivision D of this Article, if any, as it may determine, with or with salary.

19.4.6 Charges:

For the purpose of this title, no charge to sick leave will be made with respect to a day during any period of absence for sickness during which a UFP member would not have otherwise been required to work.
19.4.7 Substitute Service:

During the absence on sick leave of UFP members of the College, the President, or his or her designated officer, will make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other UFP members and such persons on sick leave will not be required or permitted to contribute toward the salary of a substitute during their absence.

19.4.8 Reporting Sick Leave:

Each UFP member will submit appropriate reports of any sick leave taken as may be required by the President of the College.

19.4.9 Payment for Unused Sick Leave:

19.4.9.1 Upon written notification to the College by a UFP member not later than May 1 that such UFP member intends to retire during the next College fiscal year (in accordance with the terms of the retirement system of which such UFP member is a member), the College will pay such UFP member together with the final payroll distribution upon retirement a sum equal to 50% of such UFP member’s accumulated sick leave credits multiplied by such retiring UFP member’s daily rate of pay. (Calendar year employees – annual base salary divided by 262; all other UFP members – annual base salary divided by 218. The payroll office will adjust such daily rate of pay as may be required by annual calendar changes). The retiree will have the option of receiving a lump sum payment or three equal payments on an annual basis for the total amount accrued.

19.4.9.2 Timely notification as required by this Section will be waived by the President or his designee upon receipt of evidence satisfactory to the President or his designee that a UFP member was unable to make such timely notification himself or herself or by agent because of unforeseen and unanticipated circumstances beyond the control of such UFP member.

19.4.10 Sick Leave Bank:

19.4.10.1 All full-time Schenectady County Community College Union of Faculty and Professionals (UFP) members and Full-time members of the Administrators, Directors Association (CADA) members must join the Sick Leave Bank after six (6) months of continuous service.

19.4.10.2 All unit members join the Sick Leave Bank by initially contributing pro-rata number of days of accumulated sick leave to the bank.
19.4.10.3 The maximum number of days in the Sick Leave Bank at any time will be one hundred fifty (150) days.

19.4.10.4 If at any time during the academic year the total number of days in the Sick Leave Bank falls below fifty (50) days, the Sick Leave Bank Committee will notify the Vice President of Administration in writing to deduct a pro-rata number of days from the current year’s accumulation of sick leave days from those UFP and CADA unit members who have already reached his/her respective sick leave accumulated days maximum.

19.4.10.5 Procedure

19.4.10.5.1 Initially on October 1, 1994, each bargaining unit’s members will contribute an equal number of sick days to the Sick Leave Bank to enable the Sick Leave Bank to have one hundred fifty (150) days available for use.

19.4.10.5.2 No other contributions will be made until such time as the number of days available in the in the Sick Leave Bank is fifty (50) days.

19.4.10.5.3 Additional contributions to the Sick Leave Bank after the initial contribution establishing the Sick Leave Bank will be made by new members of the bargaining unit’s contribution two (2) days after completing six (6) months of continuous employment.

19.4.10.5.4 Any unit member who has accumulated sick leave to a maximum of one hundred sixty-five (165) days (ten month employees), one hundred eighty (180) days (twelve month employees) on August 31st of any year will continue to accrue one and one quarter days sick leave per month in the ensuing fiscal year. In the event of illness, an employee will use the current fiscal year sick leave accruals first before accessing his/her accumulated sick leave from prior years.

19.4.10.5.5 On August 31 of each fiscal year, all excess sick leave accruals for the fiscal year for employees who have reached the maximum sick leave accumulation in an earlier fiscal year and continue to maintain the maximum accumulation permitted will be used to replenish the Sick Leave Bank to a maximum of one hundred fifty (150) days. Any remaining excess accruals beyond that number of days required to replenish the Sick Leave Bank will be reduced to zero.
19.4.10.5.6 In the even the aforesaid excess sick leave accruals available on August 31 of any year are of an insufficient number to replenish the Sick Leave Bank to the maximum number of one hundred fifty (150) days, the Sick Leave Bank Committee will look to all unit members to contribute a prorata share of the number of sick leave days needed to replenish the Sick Leave Bank from the members’ sick leave accruals in the succeeding year.

19.4.10.5.7 The Sick Leave Bank will be administered by a committee of administrators appointed annually by the College President and two unit members one each appointed by the President of the UFP and CADA. The Committee will designate one of its members the Secretary to whom applications will be submitted and who will contact Committee members and schedule meetings to review applications. In the event the Committee is unable to reach a consensus on any application, the College President will review and respond to the application.

19.4.10.5.8 A member who is suffering from a prolonged or disabling injury or physical/mental illness, has been employed at the College for a minimum of six (6) consecutive months, and is a member of the UFP or CADA will be eligible to apply to the Sick Leave Bank after he/she has exhausted his/her accumulated sick leave.

19.4.10.5.9 Application for Sick Leave Bank benefits will be made in writing to the Sick Leave Bank Committee. The application will include medical certification of the nature and duration of the disabling condition.

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

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

19.4.10.5.12 The determination of the Sick Leave Bank Committee or the College President regarding any application is final and is not grievable under the grievance procedures of the UFP or CADA agreement.
Article 20: Leave for Jury Duty or Military Service

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

A UFP member called for active duty and having a military salary less than their current College salary will have the College supplement the military salary by having the College make up the difference between the employee’s military salary and his College salary. The UFP member will provide to the College all necessary documentation.

Article 21: Professional Leave without Salary

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

Article 22: Pregnancy Related Disabilities

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

Article 23: Disability Leave

Where a UFP member receives compensation under the Workman’s Compensation Law on account of disability, he or she will elect in writing whether he or she desires to have sick leave with pay during such disability. If he or she so elects, he or she will, for the period of his or her disability, not exceeding his or her accumulated sick leave time, be paid the difference between what he or she received as
compensation and his or her regular rate of pay. The time during which he or she is so paid will be deducted from his or her accumulated sick leave time.

Article 24: Personal/Bereavement Leave

24.1 Personal Leave

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

24.2 Bereavement Leave

The President upon the recommendation of the UFP member's immediate supervisor will permit UFP members to absent themselves without loss of salary up to a maximum of three (3) days for the funeral of the UFP member's immediate family. The term 'immediate family' will mean spouse, parents, parents-in-law, children, brothers, sisters, grandparents, grandchildren, step parents, step children, foster parents, adopted or foster children, guardianship relationships, and domestic partners.

Article 25: Medical and Hospitalization Insurance

25.1 After September 1, 1982, the College became a participant in the Schenectady County Employee Health Care Plan providing all eligible employees and their families the coverage provided by such plan in the substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:

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

25.1.2 Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Health Plan, will pay to the College, via payroll deductions in order to participate in the County Health plan an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for the said coverage.
25.1.3 The Schenectady County Employment Health Plan includes an optical insurance plan to all eligible employees covered by this Agreement. Effective January 1, 2009, vision care will be extended to families at the premier level and for employees at the platinum level.

25.1.4 The Union agrees to accept modifications to its Health Insurance Plan which are consistent with changes that Schenectady County has made with its employees; to wit:

25.1.4.1 Elimination of matrix Indemnity Plan and transfer to Empire PPO with Schenectady Med I.

25.1.4.2 Substitution of Empire Medicare Advantage RX Plan for Schenectady Med I in Empire Medicare Advantage PPO.

25.1.4.3 Elimination of CDPHP HMO/RX Plan, substitution of MVP HMO with Schenectady Meds II.

25.1.4.4 CDPHP Medicare Choice elimination, substitution of MVP Gold Plan.

25.2 Effective January 1, 1995, the cost per prescription for all participants covered by this plan will be governed as follows:

25.2.1 The prescription drug plan will be amended to increase co-payment from $1 to $3 for generic drug prescription and/or $7 for brand name drug prescription, and

25.2.2 All employees covered by the prescription drug plan will be required to purchase prescriptions from pharmacies that are members of the Empire Blue Cross/ Blue Shield Select Pharmacy Management Network. A list of member pharmacies will be provided to each employee, and

25.2.3 All employees covered by the prescription drug plan will also have the option to purchase prescription drugs by mail order through the Caremed Prescription Service Program which requires a co-payment of $3, and

25.2.4 In the event that a specific generic brand prescription drug has not been manufactured to replace a brand name, then all employee prescriptions for that drug will be filled with the brand name, however, the employee will only be obligated to pay the $3 generic co-payment.

25.3 The College will continue to provide the Blue Shield Dental Care Program referred to as the 80% coverage basis contract and Rider “A” the expense for which will be shared as follows:
25.3.1 The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.

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

25.4 Eligible employees have the further option of participating in a Community Health Plan, as such term is defined by the laws of the State of New York. In such event, the College will contribute a dollar amount toward such participation equal to the amount that the College contributes on behalf of an employee in the individual and family plans respectively for the participating medical insurance benefit and dental care program combined.

25.5 Effective January 1, 1995, eligible employees will have the additional option of participating in the County/CSEA medical and dental plan. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributed on behalf of an employee in the individual and family plans provided for in Article 25.1.1 and 25.1.2 above. Any cost associated with the employee participation in the County/CSEA medical and dental plan in excess of this contribution will be paid by the employee electing such participation.

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

25.6.1 The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employees by the College prior to January 1, 1992.

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

25.7 Effective December 1, 2004, the College will participate in the Schenectady County ABC Prescription Containment Program. All employees under this Plan will be provided prescriptions through one of the three (3) options (ABC). The employee is free to utilize any option:
25.7.1 **Option A:** Fill the prescription through the Schenectady County Mail Order Program (CanaRX Services, Inc.). There is no co-payment for medications provided under the option. This program will provide an eighty-seven or ninety day supply.

25.7.2 **Option B:** Fill the prescription through the Schenectady Meds Mail Order Program Express Script, Inc. This program will provide a ninety-day supply for co-pays of $5 for generic drugs and $15 for brand name drugs.

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

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

25.7.3 **Option C:**

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

25.7.3.2 If the prescription is available through Option A or Option B, the prescription still may be filled by a local pharmacy or other provider with a co-pay of $60 for a thirty day supply.

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

25.8 Effective September 1, 2015, health care changes will be as follows:

25.8.1 For employees in both the Empire Preferred Provider Organization (PPO) and the MVP, Point of Service Plan (POS), the co-pay for office visits will be raised from $15 to $20 per visit.

25.8.2 For Prescription Drug Plan Schenectady Meds I, the mail order co-pay will increase from $5 generic/$15 brand name to $10 generic/$30 brand name.

25.8.3 The College will institute a Step Therapy Program for the Prescription Drug Plans.
25.8.4 For new employees hired after September 1, 2015, their contribution to the payment of family Health Insurance will be set at 20% of premium.

25.9

25.9.1 Beginning with the academic year 2009-2010, and for each year thereafter, an employee who provides proof of each year thereafter, an employee who provides proof of adequate insurance to the Personnel Office and who executes a waiver of their right to health insurance under this Agreement will receive a bonus in the second full pay period of September following the academic year during which insurance coverage was waived. The bonus will be $2,000 for waiver of individual coverage and $4,000 for waiver of family coverage. This bonus will be pro-rated for the period during which health insurance coverage was actually waived.

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

25.9.3 An annual opt in/opt out period will be made for individuals who experience an IRS Section 125 qualifying event.

Article 26: Tuition Assistance

26.1 Each UFP member, his or her spouse, and dependent children, will be eligible to receive a prorated amount of support for tuition payment to enroll in course work at Schenectady County Community College.

26.2 The UPF will receive a three to four credit hour course per semester free (tuition only, any applicable fees remain due and payable by the UFP member) for up to twenty (20) people (to start September 1, 2012 semester) on a first come first served basis. Additional request for unit members may still be made to the tuition assistance pool.

26.3 The total amount of tuition support available will be $20,000.00 per academic year to be divided into the following allocation pools: $10,000.00 for each fall and spring term.

26.4 Distribution

26.4.1 The method of distribution will be on a pro-rata basis by credit hour with non-credit fees prorated at the tuition rate per credit hour. For each term, individuals must complete the College procedure for registration and payment prior to the first day of classes. A
temporary tuition waiver will be provided by the Office of Vice President of Administration upon the individual's request at the payment requirement state of the registration procedure. Individuals will submit the completed temporary tuition waiver form to the Office of the President no later than the first day of classes in each semester. If all requests do not exceed the available pool of funds for a semester, then all requests will be honored. In the event requests exceed the available pool of funds for a particular semester, then the individual will be responsible for paying the pro-rata difference between the temporary tuition waiver and the tuition assistance available from the available pool of funds.

26.4.2 The amount of money available in the pool for tuition assistance in the summer term will be equal to the balance from the spring term pool, if any.

26.4.3 Any balance in the pool of funds at the end of the College Fiscal year will be returned to the general fund, with a new pool to be initiated the following year.

26.4.4 Any tuition refunds due from registrations initiated by this procedure will return to the credit of the annual pool of tuition assistance.

Article 27: Uniforms

The College will annually reimburse UFP Members who work in the School of Hotel, Culinary Arts, and Tourism and the Division of Math, Science, Technology and Health for uniforms for an amount agreed upon (and not to exceed) by the Vice President of Academic Affairs and the President of the UFP prior to February 1. Furthermore the UFP, in collaboration with Division Deans, will identify in writing those UFP Members who will be eligible for this benefit. Uniforms will be understood to be any hats, jackets, pants, shoe wear or protective eye wear required in their respective work environments. Uniforms eligible for reimbursement will carry the College's logo, school or division's name, and the UFP Member's name and title.

Article 28: Special Assignments

A faculty member assigned a special assignment will receive compensation consistent with the overload rate for that portion of a credit hour of teaching to which the assignment is deemed equivalent as determined by the Vice President of Academic Affairs. A $200 payment will be made to all UFP teaching faculty in the 2015-2016 academic year for assessment in order to prepare for Middle State accreditation and response to the monitoring project.
A non-teaching professional may be assigned a temporary stipend for additional job responsibilities for a specific period of time not to exceed one year. All temporary stipends must be mutually agreed upon between the employee and the Vice President, approved by the College President with final approval from the College Board of Trustees.

Article 29: The Development and Teaching of Distance Learning Courses

29.1 Schenectady County Community College enjoys a long tradition of respecting and upholding the academic curriculum development process. Inherent in that process are two key principles: 1) the College respects the rights of Faculty to ownership of intellectual property developed as a product or byproduct of the instructional process; and 2) the College maintains the right to schedule and assign instructors to any course offered in its master schedule of course offerings.

With the advent of asynchronous on-line courses; it is the College’s policy to continue its practices with respect to the ownership of intellectual property:

29.1.1 When the College has not paid for the development of a course or course materials, faculty own the rights to intellectual property developed as a product or byproduct of developing and teaching courses at SCCC, with respect to the sale or publishing of that property for uses external to the College.

29.1.2 When the College has paid for the development of a course and its materials, joint ownership of the course and materials (as defined in 29.2 below) exists. Under joint ownership, faculty retain the rights for purposes of utilization and sale external to the College, and the College maintains ownership for the purposes of utilizing the course and materials as part of its master schedule of course offerings.

29.2 A faculty member approved by the Vice President of Academic Affairs to develop a new distance learning course will be offered $1,000 stipend. This stipend may be adjusted for situations involving the use of commercially produced materials or the equivalent.

The approval will address the expectations of the materials to be developed and shared with the College upon completion and final payment. The expectations will include the following:

29.2.1 A delivery-ready course which includes the following minimum elements (consistent with the State University of New York (SUNY) learning Network Course Format):

29.2.1.1 Course Syllabus and Outline Information:
- Instructor contact information
- An overview of the course
• Course objectives
• A list of readings
• An overview of course learning activities
• An explanation of how the student will be evaluated
• A statement regarding the instructor's expectations
• The course schedule
• How to get started in the course (the next steps)

29.2.1.2 Class Community:
• A method for students to interact with each other
• List of instructor's on-line office hours
• A private folder for the student's work and evaluation comments
• A bona fide, well-defined process for two-way communication between the instructor and the students.

29.2.1.3 Learning Modules:
A series of learning modules which logically and sequentially impart the minimum information necessary to achieve the state course content and goals. Each module must include objectives, readings, mini-lectures, website addresses for external resources, assignments, and discussions.

29.2.1.3 Evaluation Tools:
Models of all homework assignments, testing instruments, projects, and evaluation strategies will be provided, including alternative formats, as developed.

29.2.2 Faculty must document the completion of the delivery ready course to the College's Instructional Technology Center.

29.3 One Distance learning course may be taught for load in any given semester. An additional Distance learning course may be taught as an overload in the fall and spring semesters. Summer assignments will be in accordance with current Agreement. (NOTE: Early spring courses are taught as an overload for the spring semester).

29.4 A distance learning course will not be assigned to a faculty member without his/her consent.

29.5 Each faculty member assigned a distance learning course will be provided an opportunity for prior training in the appropriate delivery system.
29.6 A faculty member teaching a distance learning course for load (of at least three (3) credits) may reduce his/her contracted office hours by one hour. Any office hour reduction will be devoted to interaction with students in the distance learning course.

29.7 The enrollments in distance learning courses will be consistent with the scheduling guidelines as established by the Vice President of Academic Affairs in conjunction with the Academic Departments and Continuing Education. The class size for a distance learning course will be established prior to faculty assignments. Compensation for distance learning courses will be in accordance with the current Agreement.

29.8 The College will provide the software necessary to offer distance learning courses and will provide support on instructional software consistent with College procedures.

29.9 The College will provide hardware/software support for distance learning courses consistent with the corresponding support for courses offered on campus.

29.10 Each faculty member teaching a distance learning course will provide a copy of the syllabus and a portfolio of materials used in the course to the appropriate supervisor upon completion of the course. Distance learning assignments will be addressed, in collaboration with the supervisor, in the annual evaluation process.

29.11 A written summary will be created, detailing the intellectual property rights of the instructor and of the College and any level of compensation flowing from the application for the principles summarized above. Copies of the summary, signed by the instructor and the Vice President of Academic Affairs will be provided to the instructor, the offering department, the Vice President of Academic Affairs, and any other College officials deemed appropriate. An inventory file of summaries will be available in the Office of the Vice President of Academic Affairs.

Article 30: Grievance Procedures

30.1 Personal Grievance Procedure

30.1.1 Definition

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

**Step 1 (a)**
A UFP member alleging a grievance will discuss the alleged grievance with his or her immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion.

**Step 1 (b)**
If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it will be reduced to writing within five (5) working days thereafter and presented to the supervisor, with a copy to the President of the College, or his or her designee. Within five (5) schedule days after the written grievance is presented to him or her, the supervisor will render a decision in writing with a copy sent to the President of the College, or his or her designee.

**Step 2**
If the grievant is not satisfied with the determination made at Step 1, he or she may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if he or she so desires, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, on member appointed by the President of the UFP, and a third member to be Chairperson mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President will meet with the grievant or his or her representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President will issue a written determination and send it to the grievant. There will be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

**Step 3**
If the grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments, or promotions as to which Step 2 determination will be final, he or she may file a written appeal with the Board of
Trustees. Copies of all earlier written decisions will be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report will also be furnished to the Board of Trustees on appeal. The grievant or his or her representative will be given the opportunity to orally present his or her position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal. If no oral presentation is requested, the Board of Trustees, or its committee, will render a decision in writing to the grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees will set a date for a hearing and notify the grievant. Hearings on the grievance will be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or its committee, which will render a decision, in writing, to the grievant within ten (10) calendar days after the conclusion of the hearing. There will be no further appeal from a determination by the Board of Trustees. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure will constitute a contractual bar to further processing of an alleged grievance and such grievance will be deemed waived and abandoned.

30.1.3 Representation

The grievant may be represented by a person of his or her choice at any and all of the 3 steps of the Personal Grievance Procedure.

30.1.4 Time Limits

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

30.1.5 Grievance Forms and Records

Forms for filing grievances will be jointly developed by the President or his or her nominees and the Grievance Committee of the UFP. The College will have the form agreed upon, printed and distributed of the members of the UFP, upon request.

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

There will be no change made in the specifications of the grievance after it has been reduced to writing.
30.2 Contract Grievance

30.2.1 Definition

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

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

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

30.2.2 The Contract Grievance Procedure will be as follows:

30.2.2.1 Step 1
The UFP (hereinafter referred to as the grievant) will present the grievance in writing on official grievance forms to the person who has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act of omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance will reply to the grievant, in writing, within fourteen (14) calendar days following his or her receipt of the grievance.

30.2.2.2 Step 2 – President
If the grievant is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the grievant will within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Stage 1 with the President. Copies of
the written decision of Stage 1 will be submitted within the appeal. The President or his or her duly authorized representative, will set a date for an informal hearing, notify the grievant as to the date of the hearing, and will conduct such hearing. Such hearing will commence within ten (10) calendar days after receipt of the appeal by the President. The President will render a decision, in writing, to the grievant within five (5) calendar days after the conclusion of the hearing.

30.2.2.3 Step 3 — Review Panel/Single Third Party

30.2.2.3.1 If the grievant is not satisfied with the decision at Step 2, the grievant may submit the grievance to arbitration by written notice of the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single Third Party, except that upon the written request of either party upon the other in the initial demand for arbitration or within five (5) days after demand has been made for arbitration by the other party, such arbitration will proceed before a three-member Review Panel. The single Third Party will be mutually agreed upon or selected in the same manner as the third panel member in the absence of agreement by the parties.

30.2.2.3.2 In the case of a panel, the UFP and the College will each select one member of the panel. The two selected members will meet to determine a mutually agreeable third panel member. If a member elects to go to arbitration, a single arbitrator, chosen from PERB, will decide the case.

30.2.2.3.3 Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairperson and will obtain a commitment from him or her to serve.

30.2.2.3.4 In the case of a single Third Party, or should the parties fail to agree on a third member in the case of a panel proceeding, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

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

30.2.2.3.6 The Review Panel/Third Party will have no power to add to, subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; will confine the decision solely to the interpretation of this Agreement; and will not require either party to do or refrain from doing an act beyond his or her, its, or their powers.

30.2.2.3.7 The Review Panel/Third Party will consider only the precise issue submitted and will have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.

30.2.2.3.8 Either party may request that a verbatim record of the Proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party will bear the cost of such transcript.

If the Review Panel/Third Party requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.

30.2.2.3.9 The decision in the case of a Panel proceeding will be signed by a concurring majority. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.

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

30.2.2.3.11 Unless the decision of the panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.
30.2.2.3.12 The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure will constitute a contractual bar to further processing of an alleged grievance and such grievance will be deemed waived and abandoned.

30.2.3 Grievance Forms and Records

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

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

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

Article 31: Academic Freedom

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. Full-time Faculty and Professional Staff are entitled to this full freedom, as it pertains to their areas of expertise and as it relates to their disciplines. 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.

Full-time Faculty and Professional Staff 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.

The freedoms enumerated in this policy apply without institutional discipline or restraint.
Article 32: Association Rights

32.1 UFP members and their elected or appointed official representatives will be permitted to transact official UFP business pursuant to Article 14 of the Civil Service Law on College Property. The UFP may utilize the college’s duplication equipment, interoffice mail, telecommunications and internet/email system for the purpose of contractual business, negotiations, grievances, scheduling meetings, and community service projects. The College President will designate the person to whom requests to conduct official UFP business will be made.

32.2 In order to facilitate the administration of the contractual obligations contained herein for all UFP members, as well as to interact appropriately with the Administration, to represent the College/UFP members at professional events, and to conduct essential UFP business on the local, state, and national levels, the UFP member holding the Office of President of the SCCC Union of Faculty and Professionals, upon request to the appropriate Vice President, the UFP may utilize up to the equivalent of six (6) days leave by the President of the SCCC UFP or his/her designee to conduct UFP business off-campus. Such request will not be unreasonably denied providing that such UFP member(s) has/have made arrangements to have their duties performed during their absence. Both parties will make every effort have any meetings, hearings, and proceedings scheduled so as to minimize disruption of classes and schedule College activities.

32.3 The Association or its representatives may also request permission, or the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.

32.4 The parties agree that the Employer is responsible for maintaining a safe and healthy work environment.

Article 33: Legislative Action

It is agreed by and between the parties that any provisions of the agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, will not become effective until the appropriate Legislative body has given its approval.
Article 34: Severability

If any provision of this agreement or any application thereof to any employee or group of employees will be determined to be contrary to law by a determination of any court of governmental agency or will have the effect of loss to the College or State of Federal funds, then such provision or application will be null and void, but all other provisions or applications will continue in full force and effect. At the option of either party, negotiations will be immediately undertaken with respect to a substitute for such provision or application of the agreement found to be invalid.

Article 35: Duration of Agreement

The term of this Agreement will be from September 1, 2013 through August 31, 2017.

Article 36: Preparation and Distribution of Contract

A copy of this Agreement will be printed by the College and given to all UFP members.

Article 37: Conclusion of Negotiations

This Agreement is the entire Agreement between the parties, terminates all prior Agreements and understanding and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of the Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations will be solely limited to the subjects specified and all other provisions of this Agreement will remain in full force and effect during the course of such reopened negotiations.
Schedule A

Academic/Admissions Advisor I, II
Academic Computing Specialist I, II
Assistant Director of Admissions
Assistant Director of Financial Aid
Assistant for Academic Services
Assistant for Continuing Education
Assistant Librarian I, II
Assistant Professor
Assistant Registrar
Associate for Academic Services
Associate for Continuing Education
Associate Director for Academic Computing
Associate Director of Admissions
Associate Director of Financial Aid
Associate Librarian, Librarian
Associate Professor
Athletic Director I, II
Coordinator, Disabled Student Services I, II
Coordinator, Career and Employment Services I, II
Coordinator of Instructional Technology I, II
Coordinator for Multicultural/Educational Opportunity Programs I, II
Counselor I, II, III, IV
Financial Aide Advisor
Graphic Designer
Instructor
Learning Resource Specialist I, II, III, IV
Network Specialist
Non-traditional Career Advisor
Professor
Public Relations/ Publications Specialist I, II
Senior Technical Assistant
Senior Technical Specialist
Teaching and Learning Specialist
Technical Assistant
Technical Specialist
Tutor Coordinator
The Schenectady County Legislature for the County of Schenectady has executed this agreement by virtue of the authority granted by Resolution No. 131-15, dated September 8, 2015.

The Board of Trustees of Schenectady County Community College has executed this Agreement by virtue of the authority granted by Resolution No. 15-192, dated August 26, 2015.

The Schenectady County Community College Union of Faculty and Professionals has executed this Agreement by virtue of the authority granted by Ratification on August 31, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of February, 2016.

[Signatures]

COUNTY OF SCHENECTADY

[Signatures]

COLLEGE BOARD OF TRUSTEES

[Signatures]

SCHENECTADY COUNTY COMMUNITY COLLEGE

[Signatures]

SCHENECTADY COUNTY COMMUNITY COLLEGE

[Signatures]
STATE OF NEW YORK
COUNTY OF SCHENECTADY:

On this 25th day of February, 2016, before me, personally appeared KATHLEEN ROONEY, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, NY and that he is the County Manager of the County of Schenectady, New York, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

[Signature]
Notary Public

STATE OF NEW YORK
COUNTY OF SCHENECTADY:

On this 26th day of February, 2016, before me, personally appeared ANN FLEMING BROWN, to me personally known, who being by me duly sworn, did depose and say that she resides in
NY and that she is the Chairperson of the Board of Trustees of Schenectady County Community College, Schenectady, NY, and that she signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

[Signature]
Notary Public

STATE OF NEW YORK
COUNTY OF SCHENECTADY:

On this 4th day of February, 2016, before me personally appeared DR. STEADY H. MOONO, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, NY and that he is the President of Schenectady County Community College, Schenectady, NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

[Signature]
Notary Public

STATE OF NEW YORK
COUNTY OF SCHENECTADY:

On this 4th day of February, 2016, before me, personally appeared EILEEN ABRAMAMS, to me personally known, who being by me duly sworn, did depose and say that she resides in Schenectady, NY, and that she is the President of the Schenectady County Community College Union of Faculty and Professionals, Schenectady NY, and that she signed her name thereto in accordance with the authority vested in her by provision of law and by like order.

[Signature]
Notary Public