

AGREEMENT
BETWEEN
THE LEGISLATURE OF THE
COUNTY OF ORANGE
AND
THE STAFF AND CHAIRMEN'S ASSOCIATION
OF
ORANGE COUNTY COMMUNITY COLLEGE

September 1, 2017 to August 31, 2023

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Legislature of the County of Orange (hereinafter referred to as the "County"), and its professional employees represented by the Staff and Chair Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of policies for Orange County Community College (hereinafter referred to as the "College"), so that the cause of public higher education may best be served in the County, the County and the Association enter into this Agreement.

ARTICLE I **RECOGNITION**

A. The County/College recognizes the Staff and Chair Association as the exclusive negotiating agent for the Department Chairpersons and other Chair positions as the college may create and Coordinator positions as currently exist (of either a temporary or permanent nature), and those administrators with the administrative rank set forth in Article IV, or as either may be created hereafter. Prior to the creation of new permanent administrative and/or Chair/Coordinator positions, the College will consult with the President of the Association. With respect to current and newly created temporary positions, the parties recognize the same as being within the S&CA bargaining unit, except where otherwise expressly agreed in a separate memorandum of agreement. Temporary positions created from faculty to address particular tasks within limited time frames, which involve full-time staff or chair duties, will, at the end of one year from creation, be made permanent or be terminated, unless mutually agreed to between the County/College and

the Association, consent to which will not be unreasonably withheld. Notwithstanding the foregoing, internships shall continue for the duration of respective projects.

B. Evidence of membership in the Association may be in the form of a notarized membership list, signed designation cards, dues deduction authorizations, or notarized statements attesting to membership by the Treasurer of the Association.

C. It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program at Orange County Community College depends upon the utilization of the abilities of administrators who are reasonably well satisfied with the conditions under which their services are rendered.

D. This recognition constitutes an Agreement between the County and the Association to reach mutual understandings regarding matters related to wages, hours, salaries, and conditions of employment. The County and the Association recognize that the County is the legally constituted body responsible for the determination of policies covering all aspects of administration of Orange County Community College. The County recognizes that it must operate in accordance with all statutory provisions of the State University and such other rules and in accordance with such statutes. The County or its successors cannot reduce, negotiate, or delegate its legal responsibilities.

E. This Agreement shall become effective upon its approval by a majority of the Association members, the Board of Trustees of the College, and of the Legislators of the County of Orange. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

F. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE II
ASSOCIATION RIGHTS

A. The County hereby agrees that unit employees have the right to join, or not to join, the Association, and membership shall not be prerequisite for employment or continuation of employment of any employee. References to “members” throughout the collective bargaining agreement shall refer to unit employees, regardless of whether they are members of the Association.

B. There will be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association.

C. One afternoon of every month, after the daytime classes, will be reserved for Association meetings. Except in extreme emergency, the Association meetings will take precedence over all other College meetings on this day.

D. The Association will have the right to use College rooms, when such rooms are not otherwise in use, without cost, at reasonable times for meetings. The supervisor of the building in question or a designated representative of the College President will be notified in advance of the time and place of all meetings. Approval shall not be unreasonably withheld.

E. The Association shall have the right to post officially signed notices on College bulletin boards used for faculty notices, and to place notices, circulars and other materials in Association members' mailboxes.

F. At the accusatory stage of a College disciplinary action, a unit member shall have the right to be represented by a person of his/her own choosing provided the member so requests

it and reasonably believes that disciplinary action may follow. In the event the employee requests representation, he/she shall be given a reasonable period from the time the request is made to secure representation. No unit member shall convene an accusatory stage of a disciplinary action vis-à-vis another unit member.

G. The President of the College, upon request, shall provide the Association with public documents within his/her possession which will assist the Association in developing intelligent, accurate, informed and constructive programs for recommendations to the President. The President of the College shall also furnish, upon request, available documents which may be necessary to process grievances under this Agreement. The Secretary of the Association will provide the President's office with a list of persons authorized to obtain this information.

H. The President of the Association will have access to copies of the approved official minutes of Board of Trustees meetings.

I. Dues Deduction

1. Orange County Community College agrees to deduct from the salaries of Association members such dues assessments of said members who individually and voluntarily authorize the College to do so. Members' authorization shall be in writing on the form provided by the Association.
2. The Association shall certify to the College, in writing, the current rates of membership dues. If the Association shall change the rate of membership dues, the Association shall give the College thirty (30) days' notice prior to the effective date of such change.
3. Deductions referred to in Section I shall be made in the following manner: Dues shall be deducted on a bi-weekly basis from the salary of each member who authorizes such on a form mutually agreed to between the parties. The Association shall provide the College with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the College to deduct for the Association.

4. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay shall be honored and the deductions will be made in the next regular pay.
5. The College shall, following each pay period from which a dues deduction is made, transmit within one (1) week the amount deducted to the Treasurer of the Association. Each payment shall be accompanied by a list of the members for whom deductions have been made and the amount deducted for each.

J. Official communications from the Association addressed to the College may be sent return receipt requested for the purpose of acknowledgement thereto.

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1. In the event that a staff member is President of the Association, it is understood that he/she may devote time to carry out the responsibilities of the Office of Association President during his/her regular workweek, subject to the reasonable operating needs of the College.
 2. In the event a Chair, Assistant Chair, or Coordinator, is President of the Association, he/she shall be given a three credit (four contact hours) redefined load per semester. An additional three credit (four contact hours) redefined load per semester shall be granted in semesters where:
 1. the term of “this Agreement” has expired and a successor contract has not been ratified; or
 2. when it is known at least 30 days prior to the beginning of the semester that a legal action is underway regarding an Association member’s [sic] professional responsibilities; or
 3. when it is known at least 30 days prior to the beginning of the semester that three (3) or more Association grievances are pending.

ARTICLE III
MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the County, the Board of Trustees, or the College in any way in the exercise of their regular and customary functions of management, including but not limited to (1) the scheduling of classes and other activities; (2) the right to introduce new or improved methods or facilities; (3) the right to abolish existing jobs, and, upon notice to and discussion with the Association, the right to change existing jobs; (4) the right to formulate any reasonable rules and regulations; (5) the right of employment of all personnel and initial placement in grade or rank and step on the salary schedule; (6) the use and control of College property; and (7) all other rights that have traditionally belonged to the County, the Board of Trustees or the College except as abridged by contract.

All the rights, powers and authority which have not been specifically abridged, terminated or modified by this Agreement are recognized by the Association as being retained by the County, the Board of Trustees or the College. The management rights reserved by this Article are not subject to grievances and/or arbitration procedures set forth in this Agreement unless in the exercise of said rights the County, the Board of Trustees, or the College has violated a specific term or provision of this Agreement.

ARTICLE IV
ADMINISTRATIVE CLASSIFICATION

In February 2019, Orange County Community College retained Evergreen Solutions, LLC (“Evergreen”), to conduct a Classification and Compensation Study for Staff/Chair employees.

Evergreen revealed that the College’s system of using only three grades resulted in a number of inconsistencies in regards to range spread, midpoint regression, salary placement, and grade level placement. In order to address these concerns Evergreen proposed and the College

agreed during the course of collective bargaining to the following changes to the existing Staff/Chair pay structure:

- Nine (9) separate pay grades;
- A constant range spread of 65.0 percent; and
- A constant midpoint progression of 7.5 percent

Following is the new Staff Chair Pay Plan;

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
10	\$36,400.00	\$48,230.00	\$60,060.00	65.0%	-
20	\$39,130.00	\$51,847.25	\$64,564.50	65.0%	7.5%
30	\$42,064.75	\$55,735.79	\$69,406.84	65.0%	7.5%
40	\$45,219.61	\$59,915.98	\$74,612.35	65.0%	7.5%
50	\$48,611.08	\$64,409.68	\$80,208.28	65.0%	7.5%
60	\$52,256.91	\$69,240.40	\$86,223.90	65.0%	7.5%
70	\$56,176.18	\$74,433.43	\$92,690.69	65.0%	7.5%
80	\$60,389.39	\$80,015.94	\$99,642.49	65.0%	7.5%
90	\$64,918.59	\$86,017.14	\$107,115.68	65.0%	7.5%

The College has agreed to use Evergreen’s Job Assessment Tool (JAT) and market data-based methodology to evaluate position titles and grade-slotting. The JAT uses the following weighted compensatory factors to evaluate positions: leadership (37.5%), working conditions (18.75%), complexity (25%), decision-making (25%), and relationships (18.75%). For the duration of this contract, the parties acknowledge that the following titles have been placed in the following grades:

Grade Level	CLASSIFICATION TITLE
10	Technical Assistant - Arts and Communications
10	Technical Assistant - Biology Learning Center
10	Technical Assistant - Computer Center
10	Technical Assistant - Impaired Driver Program
10	Technical Assistant - Safety and Scheduling

20	Information Commons Assistant
20	Simulation Technician
30	Academic Services Assistant
30	Electronics Repair Specialist
30	Internship/Community Service Developer
30	IT Support Specialist
40	Assistant Director for Communications and Publications
40	Assistant Director of BRIDGES
40	Assistant Maintenance Manager
40	Coordinator of Academic Fieldwork
40	Coordinator of Continuing and Professional Education
40	Coordinator of Cultural Affairs
40	Coordinator of Data Management
40	Coordinator of ESL Program
40	Coordinator of Procurement
40	Coordinator of Programming
40	Custodial Manager
40	Disabilities Specialist
40	IT/AV Support Specialist
40	Math Resource Manager
40	Network Administrator
40	Success Coach
40	Systems Administrator
40	Youth Program Administrator
50	Assistant Director of Admissions
50	Assistant Director of Athletics
50	Assistant Director of Career Services
50	Assistant Director of Financial Aid
50	Assistant Director of Payroll
50	Assistant Director of Safety and Security
50	Assistant Human Resource Officer
50	Assistant Registrar
50	Coordinator of Academic Support
50	Coordinator of BRIDGES
50	Coordinator of Grants and Accounting
50	Coordinator of Impaired Driver Program
50	Coordinator of ITS
50	IT Support Manager
50	New Media Manager
50	Server Administrator
50	Testing Center Manager
50	Workforce Development Education Coordinator

60	Academic Technology Manager
60	Assistant Director of Information Services
60	Associate Director of Academic Advising
60	Associate Director of Admissions
60	Associate Director of Financial Aid
60	Associate Registrar
60	Coordinator of Academic Support
60	Coordinator of Safety and Security
60	Director of BRIDGES
60	Director of Educational Partnerships
60	Director of TRIO Student Services Program
60	Facility Manager
60	Facility Project Manager
60	Information Security Analyst
60	Maintenance Manager
70	Director of Center for Student Involvement
70	Director of Continuing and Professional Education
70	Director of Grants
70	Director of Newburgh
70	Director of Payroll
70	Director of the Library
70	Director of Wellness Center
70	Director of Center for Teaching and Learning
80	Assistant Comptroller
80	Director of Academic Advising
80	Director of Facilities and Administrative Services
80	Director of Financial Aid
80	Director of Safety and Security
80	Director of Student Services Central
80	Director of User Services
80	Registrar
90	Director of Admissions
90	Director of Network Infrastructure
90	Director of Student Accounts

ARTICLE V
ASSIGNMENTS AND APPOINTMENTS

A. The President of the College will appoint the Department Chairs on a yearly basis after consultation with the appropriate administrators. Appointment of Department Chairs for the next academic year will be made no later than February 1st of the current academic year. Failure of a Department Chairperson to be reappointed shall not be subject to the grievance procedure of Article VIII of this Agreement. However, the President of the College will notify in writing any Department Chair who is not reappointed, giving the reason therefore.

B. Faculty and staff appointments will be made by the President of the College after consultation with the administrators, including Department Chairs, as appropriate, subject to availability.

C. All recommendations to the President of the College are advisory only; the President shall make the final decision, subject to the approval of the Board of Trustees. If no recommendations concerning appointments are forthcoming, the President shall nevertheless make the appointment, subject to the approval of the Board of Trustees.

D. **Staff Promotions and Hiring Preferences**

1. When a vacancy occurs or a new administrative position is created, a notice of the vacancy shall be posted on faculty bulletin boards and the College website. A generic job description shall be created and made available in the Human Resources Office for a period of not less than twenty (20) calendar days prior to the filling of the vacant position; provided, however, that any vacancy occurring after June 15 and before September 1 may be filled by the College at any time after the notice of vacancy is posted. Notice shall be in writing and/or electronically.

2. The College and Board of Trustees shall look first to the existing administrators in filling all vacancies, but complete discretion in filling the vacancy remains with the College and the Board of Trustees.

3. All applicants will be notified when the vacant position has been filled.

E. An administrator will be granted faculty rank without tenure commensurate with his/her educational qualifications, if he/she is asked to teach on a part-time basis. Faculty criteria will determine faculty rank and no interdependence will exist between faculty rank and administrative rank.

F. The President of the College may, at his/her discretion, appoint a consenting administrator to assume the responsibility of a temporarily vacated office. The President, after consultation with the Association, shall provide an increase in salary appropriate for the temporary appointee. The increase shall reflect the grade of the position being filled and the appointee's longevity, experience and qualifications.

G. The President of the College may appoint acting department chairs. The aforesaid individuals shall receive the appropriate stipend and abatement for that office prorated for the period of such service.

H. No member of the unit who is asked to cover additional duties at the same time he/she performs his/her own duties will assume such additional duties unless he/she consents to do so in writing. Whenever additional duties are accepted by a union member, just compensation shall be set by the College in consultation with the union.

I. Every unit member will be given a copy of his/her generic job description at the time of hire, and at the time of any reassignment or reappointment to different duties. In addition, a copy shall simultaneously be provided to the Association.

J. The remedies available as a result of a grievance under Article V shall exclude only those, which would result in the invalidation of an appointment, assignment or promotion.

K. With the start of the 1988-89 academic year, Staff and Chair Association members who have earned teaching tenure at this College will have equal rights with full-time teaching faculty to teach fall and spring evening credit courses and summer courses for additional compensation, provided that such courses as may be taught are available. Such rights shall be granted, however, consistent with the laws of New York State governing collective bargaining.

Until such time as the priority clause is eliminated from the faculty contract, the President of the College shall offer an alternative appropriate assignment in lieu of the course in the fall, spring and summer semesters. The unit member has the option of accepting or rejecting the alternative assignment; rejections shall forfeit the opportunity for additional compensation for the semester.

An amount equal to the impacted chairperson's individual annual stipend shall be paid to him/her over the course of performing the alternative assignment.

In the event the priority clause is eliminated from the faculty contract and replaced by a clause in which the Vice President for Academic Affairs obtains the authority to assign courses between the faculty and chairpersons in an equitable fashion, the aforesaid clause requiring the offering of an alternative assignment and compensation therefore shall become inoperative and ineffective. Upon that occurrence, the Vice President for Academic Affairs shall have the authority to assign courses between the faculty and chairpersons in an equitable fashion.

L. Full-time unit members who retire with academic rank have priority over part-time faculty for adjunct teaching assignments.

M. The advisory evaluation of the teaching faculty of this unit for promotion, retention, and tenure within the provisions of this contract, will be reviewed by a committee on Promotion, Retention and Tenure. The Committee will be chaired by the Vice President of Academic Affairs and will provide non-binding recommendations to the President. The Committee shall consist of three (3) administrators chosen by the President to include the Vice President of Academic Affairs and the Vice President of Student Services, along with three (3) members of this unit to include the supervisor of the individual who is being evaluated, one (1) Chairperson and one (1) staff member.

The President of this unit will be informed of the names of members to be evaluated and of the date(s) of the meeting(s) at least one (1) month prior to the meeting of the Committee on Retention, Promotion and Tenure.

N. No individual outside the unit shall have superior rights to unit members in the consideration of assignments in co-curricular activities by virtue of any other collective bargaining agreement. Final right of selection shall remain with the administration.

O. In the event of a reduction in administrative staff or the abolition of an administrative position, seniority will determine who has superior employment rights among the full-time individuals holding the same administrative titles. This limitation does not apply between grades, but only within grade. The individuals involved shall be notified by the College by April 1 of the calendar year in which the reduction or abolition will occur. Effective December 22, 2008, the individuals involved shall be notified by the College by April 15 of the calendar year in which the reduction or abolition will occur.

P. Any necessary retrenchment of professional personnel, including Department Chairs and Academic Coordinators, shall be governed by the following provisions:

1. For purposes of this paragraph P, the following terms are defined as:
 - a Retrenchment: is the layoff of professional personnel at the College.
 - b Professional Personnel: are individuals holding teaching tenure at the College.
 - c Staff: are those individuals who hold job titles in Grades 10-90 of this unit's contract, and administrative personnel whose titles are listed with those of Department Chairpersons and Academic Coordinators.
 - d Chairperson: Department Chairs.
 - e Academic Coordinators: Academic Coordinators.
 - f Teaching Disciplines: are listed in Appendix A.
 - g Employee/Member: means an individual in this negotiating unit.
 - h Collegial Seniority: is, for retrenchment purposes, the principle of retrenching professional personnel in accordance with their seniority within a teaching discipline. Seniority shall be determined based upon length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves, beginning with permanent, full-time employment. Interruptions in service shall not apply for the purposes of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of original appointment.
2. Prior to a retrenchment, the College shall seek alternatives to retrenchment including normal attrition, seeking voluntary terminations, offering unpaid leaves of absence, seeking voluntary reduction in load for reduced compensation, offering overload and evening division courses normally given to others for extra compensation to professional personnel facing retrenchment and encouraging early retirement as provided elsewhere in this Agreement. Consideration will also be given to requests made for Sabbatical Leaves for the purpose of retraining in accordance with the

Sabbatical Leaves provision of this Agreement. Professional personnel who accept unpaid leaves of absence may continue their health insurance coverage under the County's plan by tendering an amount of money equivalent to the employee's "premium" share.

3. a. In the event of a retrenchment in a teaching discipline, all Orange County Community College professional personnel in that discipline holding teaching tenure shall be retrenched in inverse order of seniority.
- b. For purposes of application of the retrenchment provisions of this Agreement, teaching tenure shall only be granted to professional personnel holding teaching positions in a certified or recognized bargaining unit at the College.
- c. All professional personnel recognized hereunder shall be placed on a seniority list indicating their discipline and the list shall be provided to all Orange County Community College professional personnel.
- d. In developing this seniority list, professional personnel shall, sixty (60) days of the effective date of this Agreement, provide the Vice President for Academic Affairs with a written statement of a discipline in which they assert secondary competency. No such individual shall assert competency in more than one secondary discipline. If the Vice President of Academic Affairs disapproves the individual's claimed secondary competency, the Vice President

shall so advise such individual within sixty (60) days of receipt of the secondary competency request.

- e. Professional personnel who are granted competency in a secondary discipline shall, in the event of a retrenchment, displace less senior professional personnel in that discipline, provided the individual has the competency to teach the available courses. In addition, the College shall give such professional personnel first priority consideration to teach in disciplines outside their area(s) of competence if the individual possesses the requisite background by virtue of undergraduate or graduate education, training, or experience.
4. Part-time faculty shall be retrenched before full-time faculty. Non-tenured faculty shall be retrenched before tenured faculty.
5. The College shall notify professional personnel of retrenchment by December 15 of the calendar year prior to retrenchment. Effective December 22, 2008, the College shall notify professional personnel of retrenchment by April 15 of the calendar year prior to retrenchment.
6. The College shall maintain a recall list of professional personnel retrenched under this Article. Retrenched professional personnel shall remain on that recall list for up to four (4) years and shall be recalled to a vacancy in their primary discipline in order of seniority and to a vacancy in their secondary discipline in order of seniority, provided they have the competency to teach the available courses. Retrenched professional personnel have the

obligation to notify the College of any changes in their addresses. The College will make reasonable efforts to offer retrenched professional personnel part-time teaching opportunities that may become available.

7. The College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel for a period of three (3) months after the end of the contract year for that employee. Effective December 22, 2008, and to the extent required by the New York State Health Insurance Plan Rules and Regulations, the College shall continue to provide health insurance under the Agreement without cost to retrenched professional personnel until the last day of the month following the month in which the member's status as an employee ends.
8. Professional personnel, including those not presently teaching in a discipline, have the right to enter or return to a position within the Faculty Association unit and shall then be subject to the Faculty Association contract including all rights and privileges accorded thereunder.

ARTICLE VI
WORKING CONDITIONS

A. Wherever and whenever possible, an attempt will be made to provide adequate equipment and supplies to every administrator.

B. Each Chairperson will be provided a private office. Wherever and whenever possible, an attempt will be made to provide all other administrators with a private office.

C. All administrators shall be on a twelve (12) month contract except for teaching staff subject to Articles IV.C. and VI.G.5.

D. A "performance merit" increase for a unit member may take the form of a one-time payment or an upward adjustment in a unit member's base salary in recognition of fulfillment of agreed upon performance standards. The amount of the "performance increase" or payment is based upon an evaluation and is to be determined by the President.

Eligibility: A full-time unit member becomes eligible after completing three years of employment at the College. A full-time unit member receiving a "performance merit" increase may reapply for a "performance merit" increment after three years have elapsed.

Criteria: The criteria to be used to determine "performance merit" are the following:

- a. Professional contribution to the College. Including but not limited to:
Improvements in the way work is performed; increased productivity of staff; improvement in the delivery of services to students; faculty and staff; implementation of new services, etcetera.
- b. Professional development.
Course work; certifications; conferences; seminars; papers presented; keeping abreast of the literature; memberships related to work.
- c. Job performance.

Accomplishes the objectives of the job; demonstrates knowledge of the job; consistently performs at superior level; motivates staff to do best work; takes an active interest in their staff; encourages thinking and analysis.

Procedure: Unit members may initiate through their supervisor a request for merit no later than April 30 of the current fiscal year. Merit recommendations by the supervisor will be submitted to the appropriate Vice President or directly to the President of the College if the supervisor is a Vice President.

Unit members will be recommended by the head of the unit, in writing, to the Vice President in charge of the area. The Vice President will forward the recommendation with his/her recommendation and comments to the President of the College. Vice Presidents will recommend individuals who report directly to them to the President of the College.

A list of all members recommended for advancement will be submitted to the President of the Association.

Unit members will be notified, in writing, of the College President's decision. The President's decision is not grievable.

Unit members awarded a merit increase shall receive same effective with the subsequent academic year.

E If a position is recommended to and reviewed by the AVP of Human Resources and it is determined that the new increased responsibilities or duties, etc. warrant a change in grade, then the incumbent will be placed within the range of the new grade at a base salary which will result in an increase of not less than \$2,700 or 6% of base salary, whichever is greater. When a staff position is reviewed by the AVP of Human Resources and it is determined that it has taken

on more new responsibilities, but not enough to warrant a grade change, a salary adjustment will be negotiated with the President of the Association.

F. A member who has been granted an official leave under Article IX of this Agreement by the College of six (6) months or less shall have no interruption in continuous service to determine placement on salary schedule, service increments and vacation time. If an official leave of absence, except for sabbatical leave, is granted for more than six (6) months, the member will return to the same step and credited years of service as when beginning the leave.

- G.
1. Clock hours and individual student loads must be considered by the College in determining individual workloads.
 2. Any Chairperson who is given class assignments beyond the maximum set forth in paragraphs 3 and 4 below shall have the right to grieve in accordance with the provisions of Article VIII.
 3.
 - a. During the life of this Agreement, the Vice President for Academic Affairs may assign alternative projects in order to bring any Department Chairperson up to the specified teaching load listed below in paragraph 4.
 - b. Once during the life of this Agreement, the College may increase the teaching load of any Department Chairperson as listed below by a total of four (4) credit or four (4) contact hours. The Association President shall be excluded from the operation of this provision.
 4. The College agrees that during the life of this contract, the maximum teaching loads agreed to by the College and the Association, which resulted from the reorganization, will apply except as modified by Paragraphs G.3 and H of the Contract.

REDEFINED LOADS IN CREDITS/CONTACT PER YEAR

(Reduction in Teaching for Association Members with Faculty Rank due to Administrative duties):

Teaching Employee	Redefined Load
Behavioral Sciences	15 credits or 20 contacts
Computer Science and Technology	15 credits or 20 contacts
Arts and Communication	15 credits or 20 contacts
Arts and Communication Assistant Chair	9 credits or 12 contacts
Biology	15 credits or 20 contacts
Biology Assistant Chair	9 credits or 12 contacts
Business	18 credits or 24 contacts
Business Assistant Chair	12 credits or 16 contacts
Criminal Justice	15 credits or 20 contacts
Dental Hygiene	12 credits or 16 contacts
Diagnostic Imaging	12 credits or 16 contacts
Education	12 credits or 16 contacts
English	21 credits or 28 contacts
English Assistant Chair	12 credits or 16 contacts
English Coordinator of Writing Consultancy	9 credits or 12 contacts
English Coordinator of Co-Requisite Learning *9/19-5/22	12 credits or 16 contacts
Global Studies	15 credits or 20 contacts
Global Studies Coordinator	6 credits or 9 contacts
Honors Program Coordinator	9 credits or 12 contacts
Human Services Coordinator	12 credits or 16 contacts
Medical Laboratory Technology	12 credits of 16 contacts
Mathematics	15 credits or 20 contacts
Mathematics Assistant Chair	9 credits or 12 contacts
Nursing	21 credits or 28 contacts
Nursing Assistant Chair	15 credits or 20 contacts
Nursing Newburgh Coordinator	9 credits or 12 contacts
Nursing Simulation Coordinator	12 credits or 16 contacts
Movement Science	12 credits or 16 contacts
Athletic Director	12 credits or 16 contacts
Occupational Therapy	12 credits or 16 contacts
Physical Therapist Assistant	12 credits or 16 contacts
Science, Engineering, and Architecture	15 credits or 20 contacts

*position(s) will be reevaluated at the conclusion of May 2022

All redefined loads are based on a teaching load of 27 credits/36 contacts per year.

Teaching Load	Redefined Load	New Office Hour Requirement
21	6	8
18	9	7
15	12	6
12	15	5
9	18	4
6	21	3
3	24	2

5. The Vice President of Academic Affairs agrees to continue the above maximums during the term of this contract, unless there is a substantial reduction of non-teaching assignments in any individual case.

H. If a Chairperson's day teaching load is less than that specified in paragraphs G.3 and G.4 above, such a Chairperson may be assigned to evening courses in order to bring his/her teaching assignment up to such provisions.

I. The decision to offer a course in the evening shall be made by the Administration only after consultation with the appropriate Department Chair.

J. "Tenure" at the College is a "vested right" springing from the CBA, and-consistent with the County/College goal of dealing with seniority, on a college-wide basis shall continue with its attendant seniority even after S&CA-covered employment ends (so long as college employment continues). The college remains committed to the goal of a single, uniform seniority system (based upon the initial date of tenured teaching appointment) for all members holding teaching tenure at the College.

K. Effective until December 22, 2008: Department Chairpersons will be granted tenure as faculty members upon the completion of four (4) years of satisfactory service at the College.

Every staff member will be renewed, and will not be terminated or otherwise disciplined, except as provided in this section:

1. There shall be an evaluation procedure, which shall:
 - * be in writing, with copies to the member and unit president; and
 - * be consistent with current duties and responsibilities reflected in the current job description previously provided to member and union; and
 - * contain specific criteria by which the unit member's minimally satisfactory performance is to be evaluated; and
 - * evaluate not less often than once every two (2) years (except that the evaluation shall occur not less than annually during the first three (3) years of the member's employment); and
 - * have as its purpose the establishment of minimum performance standards; and
 - * provide a reasonable opportunity for members not meeting same to be advised and to achieve same; and
 - * provide relevant information to other committees and bodies for use in evaluations for other purposes (at the option the member).

2. In instances wherein the College believes, as a result of the utilization of the evaluation procedure, that a member's performance is not satisfactory, the College will:
 - * advise the member (and unit president) in writing within twenty (20) days of making any evaluations; and
 - * provide the member with the opportunity to correct the situation by: advising the specific ways in which the member's performance is deficient, the specific steps the member needs to take to achieve satisfactory performance; the reasonable time frame within which the member needs to take corrective action; and the date of the next evaluation; and
 - * articulate the specific personnel action (e.g., nonrenewal, termination or other disciplinary action), which the College proposes to take if satisfactory performance is not achieved in a timely manner.

3. Any member who feels he/she has been evaluated inaccurately, or disciplined improperly, may utilize the contract grievance machinery. However, the last step thereof (binding arbitration) shall, with respect to the

subjective content of an evaluation and/or the proper penalty in discipline to be imposed, be advisory only (e.g., not binding). In the absence of a grievance, or at the conclusion of a grievance, the College may take such personnel action as it deems necessary to achieve satisfactory delivery of educational services (including non-renewal, termination or other disciplinary action).

4. Nothing in the foregoing shall operate to prevent the College from abolishing a position at the end of an academic year (subject to usual retrenchment rules and procedures) nor from taking such personnel action at any time as is necessary (in an emergency, as reasonably determined by the College to exist) to protect the safety and security of the campus.

Effective December 22, 2008; VI, K shall read:

1. Department Chairs, Assistant Department Chairs, Academic Coordinators and Director of Athletics.

A non-tenured Department Chair, Assistant Department Chair, Academic Coordinator or Director of Athletics will be granted tenure as a faculty member upon the completion of four (4) years of satisfactory service to the College.

2. Staff Members.

- a. The following procedure shall apply to evaluation of staff members:
 - i. Evaluations shall be in writing with a copy provided to the member and unit president.
 - ii. Evaluations shall be consistent with current duties and responsibilities reflected in the job description provided to

the member and union. Effective within sixty (60) days of December 22, 2008, a job description will be provided to each staff member upon hire and within thirty (30) days of any revision to the staff member's job description. The job description shall be provided to the member prior to the commencement of the evaluation period.

- iii. Evaluations shall contain specific criteria by which the staff member's performance is to be evaluated. The criteria are set forth in the Management Employee Performance Review form.
- iv. Staff shall be evaluated at least annually during each of the first three (3) years of employment. Thereafter, staff shall be evaluated at least once every two (2) years.
- v. The evaluator shall meet with the staff member and provide him/her with the performance evaluation. During the meeting, the staff member will be required to sign a copy of the evaluation acknowledging his/her receipt of same.
- vi. A staff member who does not agree with the contents of the evaluation may submit a written rebuttal within fourteen (14) work days of the meeting as set forth in v. above. Upon request of the staff member, a meeting shall be arranged with the member's supervisor to discuss the rebuttal. Upon request of the staff member, the supervisor's supervisor shall attend the meeting. The member shall have the opportunity

to have his/her union representative attend the meeting. The evaluation and any rebuttal shall be maintained in the personnel file.

- b. In instances where, based upon the evaluation and the rebuttal, the College determines that a staff member's performance is not satisfactory, the College will:
 - i. Provide the staff member (and unit president) with written notice, within twenty (20) days of the meeting set forth in (2)(a)(v) above, that his/her performance is not satisfactory and the particulars thereof.
 - ii. Provide the staff member with an opportunity to improve his/her performance. The staff member will be advised of the specific ways in which his/her performance is deficient, the specific steps he/she needs to take to improve his/her performance, the reasonable time frame within which he/she needs to take corrective action (not to exceed 90 days), and the date of the next evaluation concerning the unsatisfactory areas of performance; and
 - iii. Articulate the specific disciplinary action (e.g., termination), which it proposes to take if satisfactory performance is not achieved in a timely manner.
- c. Evaluations that result in disciplinary action shall only be reviewed pursuant to the procedures set forth in Article VII (Disciplinary Procedures). Issues concerning the substantive content of

evaluations shall only be reviewed in the disciplinary proceeding, if any.

- d. Nothing in the foregoing shall operate to prevent the College from abolishing a position at the end of an academic year (subject to usual retrenchment rules and procedures) nor from taking such personnel action at any time as is necessary (in an emergency, as reasonably determined by the College to exist) to protect the safety and security of the campus. The decision to take such actions is not grievable. However, if the action involves disciplinary action (including termination) of a member, the action shall be subject to the disciplinary procedures as set forth in Article VII.

L. An administrator will be granted faculty rank without tenure, commensurate with his/her educational qualifications, if he/she is asked to teach on a part-time basis. Faculty criteria will determine faculty rank and no interdependence will exist between faculty rank and administrative rank.

M. A professional determines the amount and character of the work he/she does outside his/her institution with due regard to his/her paramount responsibilities within it. A unit member may pursue any outside activities of his/her interest so long as they do not interfere with the performance of classroom, administrative and other campus duties.

N. The academic calendar shall be submitted to the Association for advice and recommendations prior to its adoption and promulgation.

O. Unit members who are employed by the College three quarters (3/4) time or more shall, if eligible, have all rights and privileges of full-time unit members with only salary and leave benefits prorated. Only full-time unit members, however, will be considered for tenure.

P. It is recognized that the normal workweek shall consist of thirty-five (35) hours of work for unit members in Grades 10-50. In the event such an individual works more than thirty-five (35) hours in a given week, said individual shall be entitled to compensatory time off on an hour-for-hour basis for each hour worked over thirty-five (35) hours. Effective December 22, 2008, in the event such an individual works more than forty (40) hours in a given week, said individual shall be entitled to compensatory time off on a time-and-one-half basis for actual hours of work in excess of forty (40) hours. Such compensatory time off entitlement shall not be convertible to a cash entitlement. Any hours worked for which any other form of compensation is received shall not be counted towards hours worked for the purpose of this clause. All compensatory time shall be used within the academic year in which it is earned. However, unit members may request approval from their immediate supervisor to rollover unused compensatory time to the subsequent semester. If approved, all rollover compensatory time must be used by the end of the subsequent Fall semester.

Q.

1. Effective September 1, 2019 an administrative stipend in the amount of \$1,275 will be paid for the month of July to each chair whose approved proposal commits employee to the following, as applicable:
 - a. interviewing/hiring any full time and/or part time faculty applicants; and
 - b. making any remaining course scheduling and/or adjustments; and
 - c. advising and/or working with students; and
 - d. assessment compilation; and

- e. preparation for the upcoming year; and
- f. availability by phone and/or email for College business.

Effective September 1, 2020 the above stipend will be in the amount of \$1,301.

Effective September 1, 2021 the above stipend will be in the amount of \$1,327.

Effective September 1, 2022 the above stipend will be in the amount of \$1,353.

2. Effective September 1, 2019, an additional administrative stipend in the amount of \$1,275 (totaling \$2,550) will be paid for the month of July to each chair who provides on campus hours equivalent to 3 hours per day for 2 days per week, and also provides at least one of the following:

- a. participation in a self-study
- b. has at least 15 running courses over the summer in his/her department
- c. participates in a program review (either party of accreditation or standalone activity)
- d. performs an assigned project, which project will be reasonably assigned by the AVP

Effective September 1, 2020 the above stipend will be in the amount of \$1,301 (totaling \$2,602).

Effective September 1, 2021 the above stipend will be in the amount of

\$1,327 (totaling \$2,654).

Effective September 1, 2022 the above stipend will be in the amount of

\$1,353 (totaling \$2,706).

3. Effective September 1, 2019, an administrative stipend in the amount of \$2,550 will be paid for the month of August to each chair whose proposal commits employee to the following, as applicable:

- a. interviewing/hiring any full time and/or part time faculty applicants; and
- b. making any remaining course scheduling and/or adjustments; and
- c. advising and/or working with students; and
- d. assessment compilation; and
- e. preparation for the upcoming year; and
- f. availability by phone and/or email for College business.

Effective September 1, 2020 the above stipend will be in the amount of

\$2,602.

Effective September 1, 2021 the above stipend will be in the amount of

\$2,654.

Effective September 1, 2022 the above stipend will be in the amount of

\$2,706.

4. In addition to the above, to receive the August Stipend, a chair must attend the follow than the week preceding the fall assembly); and

- a. various meetings of individual Chairs, as mutually agreed upon by the AVP and the Chair; and
 - b. such other meetings as may be called by the Administration for emergency reasons.
5. Effective September 1, 2019, the director of athletics will receive a one-month summer administrative stipend in the amount of \$2,550.

Effective September 1, 2020 the above stipend will be in the amount of \$2,602.

Effective September 1, 2021 the above stipend will be in the amount of \$2,654.

Effective September 1, 2022 the above stipend will be in the amount of \$2,706.

R. Chairs who return to full-time faculty and have served as Chair for five (5) full academic years or less will receive the same base salary that they received as a faculty member just prior to becoming a department chairperson, adjusted to reflect all of the base salary increases granted to the Faculty Association membership (and any promotion increases they received) while serving as department chair.

Chairs, who return to full-time faculty and have served as Chair for greater than five (5) full academic years, will be placed on the Faculty Association schedule without loss of base pay received on the Staff and Chair schedule.

S. Administrative personnel whose titles are listed with those of department chairs, returning to full-time teaching and have served in that title for five (5) full academic years or less will receive the same base salary they received as a faculty member just prior to being listed with

department chairs. In addition, the base salary at the time will be adjusted to reflect all of the base salary increases granted to the Faculty Association membership and any promotion increases they received while serving in administrative positions.

Administrative personnel whose titles are listed with those of department chairs, returning to full-time teaching and have served in that title for greater than five (5) full academic years, will be placed on the Faculty Association schedule without loss of base pay received on the Staff and Chair schedule.

T. Labor-Management Committee. A College/Staff and Chair labor-management committee shall be created, consisting of three (3) representatives of the Staff and Chair Association designated from among unit members by the Association President and three (3) non-unit managerial personnel designated by the College President. The Committee shall meet at agreed dates and times to address issues of mutual concern. The recommendations of the Committee on any other matters shall be submitted for the respective approval of the President of the College and the Association President.

U. All Staff hired by the College on or after December 22, 2008, will be probationary for the first full year of service at the College.

V. The College shall provide the newly negotiated contract in both electronic and paper format. The employer shall distribute the newly negotiated contract within thirty days of ratification by the membership.

W. 12-month unit members/employees may only teach credit and non-credit courses before and after their regular scheduled workday.

ARTICLE VII **DISCIPLINARY PROCEDURE**

Effective December 22, 2008, for disciplinary action commenced on or after that date:

Section 1. Non-Probationary Staff and Department Chairs, Assistant Department Chairs, Academic Coordinators and Director of Athletics Who Have Tenure as Faculty:

1. No staff member (except for probationary employees) and no Department Chair, Assistant Department Chair, Academic Coordinator or Director of Athletics with tenure as faculty may be disciplined except for just cause. The parties recognize the importance of counseling and the principle of corrective discipline.
2. Prior to initiating formal disciplinary action pursuant to this section, the Administrator will meet with the member to discuss the nature of the allegations and is encouraged to resolve informally the matter with the member. The Administrator may at any time dismiss the complaint or determine in consultation with the appropriate Vice President that formal charges will be brought against the member.
3. The member has the right to have his/her Association representative present at any discussion with the Administration concerning discipline or proposed disciplinary action.
4. Discipline may be imposed on a member by serving on the member a written notice of disciplinary charges, signed by the appropriate Vice President. The notice of discipline shall detail the act(s) warranting disciplinary action, the proposed sanction(s), and advise that the member has the right to object by appealing to the appropriate Vice President and/or filing a grievance within eight (8) calendar days after receiving the notice of discipline. The Association shall be advised by registered or certified mail that a notice of discipline has been served on a member.

5. Discipline may consist of a letter of reprimand placed in the member's file, a suspension without pay, and/or dismissal from the College. Non-reappointment of a Department Chair, Assistant Department Chair, Academic Coordinator or Director of Athletics and decisions under Article VI not to promote or propose a merit raise for a member do not constitute discipline subject to this procedure unless the stated reason for the decision is based upon a disciplinary incident.
6. In the event the member files an appeal, the Vice President or his/her designee shall hold a meeting no later than five (5) working days after receipt of the appeal. During the meeting, the member and his/her representative shall respond to the notice of discipline. Where possible, the Vice President or his/her designee shall render a decision sustaining or denying the appeal no later than five (5) working days after the meeting.
7. If the member is not satisfied with the Vice President's decision, the member may appeal by filing a demand for arbitration with the College within ten (10) working days of receipt of the Vice President's decision, by submitting the demand to the College's President. An arbitrator shall be appointed from a mutually selected panel of five arbitrators who shall be utilized on a rotating basis and who shall be subject to reappointment on an annual basis. If the parties are unable to agree upon a panel of five (5) arbitrators, or in the event none of the panel members are available to serve, the parties shall select an arbitrator through a list provided by the American Arbitration Association Labor Arbitration Panel. The arbitrator and parties shall be bound by the Labor Arbitration Rules of the American Arbitration

Association. This Section shall be the member's exclusive remedy and the member may not also file a grievance under Article VII (Grievance Procedure) concerning the disciplinary action.

8. The arbitrator shall hold a hearing no later than twenty (20) working days after selection, where practical, at which hearing the member may be represented by counsel and present witnesses on his/her behalf. The arbitrator shall render a written or oral decision no later than five (5) calendar days from the date of the close of the hearing, or within five (5) calendar days after receipt of a transcript if either party requests a transcript. If an oral decision is issued, a written decision shall follow within twenty (20) calendar days.
9. The written report of the Arbitrator shall contain a statement of the Arbitrator's findings of fact, reasoning, conclusions and award on the issues submitted. The arbitrator shall determine whether the disciplinary procedures have been followed properly, whether the College had just cause to discipline the member and, if so, the sanction to be imposed, which is limited to the discipline set forth in Section 1(5). The arbitrator's decision shall be final and binding on the parties.
10. A grievance may be settled at any stage of the procedure. The terms of the settlement shall be agreed upon in writing. While the Association is not a party to settlement, the College shall notify the Association of any settlement no later than twenty-four (24) hours after execution of a written settlement agreement.
11. All fees and expenses of the arbitrator shall be divided equally between the

College and the Association. If the member is not represented by the Association, all fees and expenses of the arbitrator shall be divided equally between the College and the member. Transcript fees, if any, shall also be divided equally according to the same rules, unless the College, the Association or the member does not agree to use of a transcript. Each party shall bear the costs of preparing and presenting its own case.

12. The President or designee may suspend a member, with pay, during the conduct of an investigation prior to the initiation of charges. A member upon whom charges have been served may be suspended, with or without pay, by the President or designee pending final determination on the charges by the Arbitrator.

Section 2. Probationary Staff Members: Probationary staff members may be disciplined (including termination) at-will by the College President. The President's decision is final and binding and shall not be subject to any direct or collateral review under the grievance and arbitration procedure, or before any court or administrative agency.

Section 3. Department Chairs, Assistant Department Chairs, Academic Coordinators and Director of Athletics (referred to as "faculty" for purposes of this section only) Without Tenure as Faculty: The College President may terminate the employment of non-tenured faculty at-will. The College President may decide not to reappoint a non-tenured faculty member. The President's decision to terminate or not reappoint a non-tenured faculty member is final and binding and shall not be subject to any direct or collateral review under the grievance and arbitration procedure, or before any court or administrative agency. The decision to discipline a non-tenured faculty member, which does not result in termination or non-reappointment at the end of a semester, shall be subject to review through Stage II of the grievance procedure, only, and solely on the issue of

whether there was just cause to discipline.

Section 4. Job Abandonment – Applies to All College Employees/Association Members:

After five (5) calendar days of an employee's unauthorized absence, the College shall send a Notice of Unauthorized Absence to the employee by next day mail and by certified mail at the employee's most recent address on file with the College's Human Resources Department, with a copy also sent to the Association. The Notice of Unauthorized absence shall state that the employee will be considered to have resigned from his/her position if the employee does not contact the College within ten (10) calendar days from the date the College sends the notice or otherwise initiates contact with the absent employee. A copy of such Notice shall also be sent to the Association. After notice is provided, an employee who is on an unauthorized absence for ten (10) consecutive calendar days without contacting the College will be deemed to have resigned from his/her position at 5 p.m. on the 11th calendar day. Thereafter, the employee may submit an explanation to the Department Head as to why he/she was unable to contact the College during the ten (10) -calendar days unauthorized absence. The burden of proof is on the employee to establish his/her inability to contact the College. The Department Head will determine whether the employee's reason is acceptable. If the reason is acceptable, the Department Head will direct the employee to return to work. If the reason is not acceptable, the Department Head must notify the employee of this determination within ten (10) calendar days after receipt of the explanation from the employee. No later than five (5) calendar days after receipt of the determination, the employee may file an appeal with the Human Resource Officer. The Human Resource Officer or designee will issue a final decision no later than five (5) calendar days after receipt of the employee's appeal. The decision of the Human Resource Officer or designee is binding and shall not be subject to any direct or collateral review under the grievance and arbitration procedure.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Declaration of Purpose

In order to establish a more harmonious and cooperative relationship between the Association, the Board of Trustees and the County, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure the equitable and proper treatment of Chairs, Assistant Chairs, Coordinators, and Administrators pursuant to this Agreement.

B. Basic Principles

1. It is the intent of these procedures to provide for swift and orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is a most desirable goal.
2. Nothing contained herein will be construed as limiting the right of any member of the unit having a grievance under this contract to pursue any other remedies available.
3. A member of the unit shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. A member of the unit shall have the right to be represented at any stage of these procedures by the Association or a person of his/her own choosing.
5. All hearings shall be and remain confidential unless an open hearing is requested by the aggrieved party.
6. It shall be the responsibility of the respective parties to take such steps as may be necessary to give force and effect to these procedures. Each

supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. Time limits set forth herein may be extended or diminished by mutual agreement of all parties concerned.

C. Scope of the Grievance

1. The scope of any grievance shall be limited to a claim by the Association or any Administrator or a group of unit members, of a violation, misinterpretation, misapplication or inequitable application of the specific terms and conditions of this Agreement. Neither the initial placement of a position in a grade nor the failure or refusal of the College to renew the contract of a nontenured member of the unit shall be a grievance for purposes of these procedures unless said failure or refusal is based on a violation of the provisions of this Agreement.
2. Supervisor shall mean the appropriate immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
3. Association shall mean Staff and Chairman's Association of Orange County Community College.
4. Aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
5. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
6. Grievance Committee is the committee created and constituted by the Staff

and Chair Association of the College.

7. Hearing Officer shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.
8. Appeal shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the aggrieved employee or the Association is not satisfied with the solution offered by the lower stage of consultation.
9. Representative shall mean the person designated by the aggrieved member to act or speak on his/her behalf in grievance procedures.
10. Stage shall mean successive levels of consultation for the purpose of resolving a grievance.

D. Procedures

1. All grievances shall include: the name and position of the aggrieved party; the identity of provisions of this Agreement involved; the time when and the place where the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. If the grievance affects a group of staff or administrators of three (3) or more and appears to be associated with College-wide policies, it may be submitted by the Association directly at Stage 2 described below.
3. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
4. The Employer and the Association agree to facilitate any investigation

which may be required and to make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records maintained in the ordinary course of business concerning the alleged grievance. The parties recognize that the Employer has no duty to prepare or assemble any such material, documents, communications or records.

5. Except as otherwise provided in Stage 1.a and 1.b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf and to be furnished with a copy of minutes, if any, of the proceedings made at each and every stage of this grievance procedure.
6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the College and the Association.
7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. If any provision of this grievance procedure or any application thereof to any unit member shall be finally determined by any court to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
9. The President of the College shall be responsible for accumulating and

maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, written arguments and briefs, considered at all levels other than Stage 1.a and all written decisions at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board of Trustees, but shall not be deemed a public record.

10. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless the written grievance is forwarded at the first available stage within thirty (30) calendar days after the Association member knew or should have known of the act or condition on which the grievance is based.
11. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
12. Failure by the Employer to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit at each stage of the grievance procedure shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
13. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata by the President of the College and Grievance Committee so that the grievance procedure may be exhausted prior to the end of the academic

term or as soon thereafter as is possible.

14. If, in the judgment of the Hearing Officer, the attendance of a unit member, College representative, member of the Association's Grievance Committee or other representative designated by the Association, is necessary for resolution of a grievance, such person will be released from his/her duties for that period of time necessary to participate in the proceedings without loss of pay, provided notice is timely given to his/her immediate superior or the College President by the Chair of the Grievance Committee.

Stage 1: Supervisor - Informal

- a. A unit member having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the unit employee submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced in writing and presented to the immediate supervisor. Within seven (7) college working days after the written grievance is presented to him/her, the supervisor shall without any further consultation with the aggrieved party or any party in interest, render a decision

thereon, in writing, and present it to the unit employee, his/her representative and/or the Association.

Stage 2

- a. If the unit employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, he/she shall within seven (7) college working days, present the grievance to the Association's Grievance Committee for its consideration. A notice of said action shall also be presented to the President of the College within the same time period.
- b. If the Grievance Committee determines that the unit member has a meritorious grievance, then it may file a written appeal of the decision at Stage 1 with the President of the College within fifteen (15) college working days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. The President of the College shall render a decision in writing to the unit member, the Grievance Committee and its representative within seven (7) college working days after the conclusion of the hearing.

Stage 3

- a. If the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration by written notice to the College President within ten (10) college working days of the decision at Stage 2.

- b. Within five (5) college working days after such written notice of submission to arbitration, the College President and the Association may agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the New York office of the American Arbitration Association 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.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator shall have no authority over matters involving academic judgment.
- e. Notwithstanding any other provision of this contract, the decision of the arbitrator shall be final and binding upon all parties. The Arbitrator shall not substitute his/her judgment for the academic judgment of persons charged with the responsibility for making such

judgments.

- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the County and Association.

ARTICLE IX
SALARY, FRINGE AND OTHER BENEFITS

A. Salary

- 1. a. Effective 9/1/2019, base salaries of all returning unit members/employees will be increased by 1.0%.

Effective 9/1/2020, base salaries of all returning unit members/employees will be increased by 1.25%.

Effective 9/1/2021, base salaries of all returning unit members/employees will be increased by 1.0%.

Effective 9/1/ 2022, base salaries of all returning unit members/employees will be increased by 2.0%

Base salaries for unit members/employees hired on or after date of contract ratification cannot exceed the maximum salary level for their pay grade as stated on the current Pay Schedule. Once maximum salary level is attained, employee's salary will be capped.

- b. Effective September 1, 2014, in addition to each year's base wage increase, each unit member shall receive an annual "professional development" stipend (not includable as base salary) equal to

- (i) 1.95% of his/her base annual salary for Department Chairs, Assistant Department Chairs, Academic Coordinators and the Director of Athletics; and

- (ii) 2.05% of his/her base annual salary for staff members.
- c. The minimum base salary of a unit member with academic rank shall not be less than the college’s “prevailing” minimum base salary for that academic rank.
- d. Effective September 1, 2021 base salaries of all returning unit members/employees and the Pay Schedule will be increased an additional 1.0%.
Effective September 1, 2022 base salaries of all returning unit members/employees and the Pay Schedule will be increased an additional 1.0%.
- e. Effective September 1, 2019 in accordance with the Evergreen study dated August 20, 2019, identified unit members will receive a market equity salary adjustment to their base salary. The equity adjustment will be made over a three-year period (38.5% in AY19-20; 35% in AY20-21; and 26.5% in AY21-22). The equity adjustment is in addition to any compensation listed in Article IX.

2. The stipend for Department Chairs, Assistant Department Chairs, Academic Coordinators and the Director of Athletics shall be as follows:

	<u>9/1/11</u>	<u>9/1/14</u>	<u>9/1/15</u>	<u>9/1/16</u>
Department Chair	\$5,512	\$6,562	\$6,628	\$6,727
Assistant Chairs	\$3,214	\$3,739	\$3,776	\$3,833
Academic Coordinators	\$2,381	\$2,906	\$2,935	\$2,979
Director of Athletics	\$4,695	\$5,745	\$5,802	\$5,889

	9/1/17	9/1/18	9/1/19	9/1/20	9/1/21	9/1/22
Department Chair	\$6,727	\$6,727	\$6,862	\$6,999	\$7,139	\$7,282
Assistant Chairs	\$3,833	\$3,833	\$3,910	\$3,988	\$4,068	\$4,149
Academic Coordinators	\$2,979	\$2,979	\$3,039	\$3,099	\$3,161	\$3,225
Director of Athletics	\$5,889	\$5,889	\$6,007	\$6,127	\$6,249	\$6,374
Doctoral Stipend	\$1,600	\$1,600	\$1,632	\$1,665	\$1,698	\$1,732

3. Effective September 1, 1999, the current College "prevailing" continuing education overload rate for unit members shall be paid.
4. Effective September 1, 2014, the doctoral stipend will be \$1,600 per annum.
5. Longevity for Staff: Staff members shall receive an annual longevity payment, which is added to base pay as of September 1 of the first year in which the member becomes entitled to that amount, as set forth in the following chart:

Effective September 1, 2008:

<u>Number of years of Completed Service at the College</u>	<u>Amount</u>
3	\$500
4	\$500 additional
5	\$800 additional
10	\$1,300 additional

15	\$1,800 additional
20	\$2,400 additional
25	\$2,900 additional
30	\$3,300 additional

Effective September 1, 2014:

<u>Number of years of Completed Service at the College</u>	<u>Amount</u>
3	\$525
4	\$525 additional
5	\$825 additional
10	\$1,325 additional
15	\$1,825 additional
20	\$2,425 additional
25	\$2,925 additional
30	\$3,325 additional

A member who had been on the College's payroll for one year or more and who resigns or is terminated and then is re-employed by the College within one year will not lose previous time toward the number of years of completed service. However, the break in service shall be deducted from the total service time of the member. A member, who resigns or is terminated and is subsequently re-employed by the College, where the break in service was greater than one year, shall not receive credit for prior service.

6. Distance Learning Effective through December 31, 2008, each unit member shall receive a stipend of \$180 per semester for upgraded Internet access for each semester in which such bargaining unit member teaches a distance learning course.

Effective January 1, 2009, unit members who teach distance education courses shall be subject to the current College prevailing terms and conditions for same.

7. The hourly rates for academic advising and reading of placement exams will be the current College “prevailing” hourly rates for academic advising and reading of placement exams.
8. Beginning academic year 2013-2014, all members will be paid on a 12-month basis, with a bi weekly frequency. Also in 2013-2014 academic year and thereafter, all employees shall continue to be paid on a one week lag, i.e., unit members will be paid through the Friday of the week before the scheduled pay date.
9. An administrative stipend in the amount of \$2,500 per month will be available for the period July 1st through the fall college assembly for academic departments led by those on 10-month contracts. Stipends are intended to reflect responsibilities for department chairs whose summer activities reflect continuing administrative responsibility for their academic departments. The stipend will be awarded for work during the months of July and August. This may require on-campus administrative

responsibilities, an on-campus presence during the month of August, prior to the fall College Assembly, and could also include working on a self-study or accreditation report, interviewing full-time or part-time staff or faculty, course schedule adjustments, advising or working with students, facilitating an academic program review, compiling and interpreting assessment results, or working on an assigned project. To receive this administrative stipend, a Chair must provide a written plan for this time period to their appropriate supervisor for his/her approval. This proposed plan must be submitted no later than the first week in June, and may include the assignment of summer administrative responsibilities to another individual within the academic department. For an amplification of this provision see Appendix D.

B. Fringe Benefits

1. Except as modified herein, all present retirement benefits shall remain in effect with the total cost paid for by the Employer. Unit members choosing to be enrolled under New York State Retirement Plans will continue to make such individual contributions as required by the laws governing those plans.
2. Health Insurance
 - a. (1) All employees of the Employer (including all Association members) shall be eligible for membership in the New York State Health Insurance Plan; however, a unit member who is covered under the College/County's medical insurance program, as a dependent of

his/her spouse, and is eligible for his/her own coverage pursuant to the County's eligibility criteria listed in the employee benefits guidelines booklet, must choose one family coverage, and one buyout, or two individual coverage's and no buyout.

- a (2) The parties agree to provide for an optional buy-out of the medical portion of health insurance coverage by a unit member. The buyout of the medical portion of health insurance coverage shall provide that an employee who is covered by another medical health insurance plan, may notify the Employer on a "Request to Decline and Waive Medical Health Insurance Coverage" form available from the Employer's Division of Risk Management, that the member is opting to decline and waive the medical health insurance coverage provided by the Employer, for which the member is eligible and entitled to receive.

Effective December 22, 2008, a unit member shall automatically be continued in the optional buyout, effective January 1 of the following calendar year, unless the member notifies the Employer, during the open enrollment period, on the Employer's "Request to Resume Medical Health Insurance Coverage" form, available from the Employer's Division of Risk Management, that the member wishes to reenroll in the health plan.

A unit member who declines and waives medical health insurance coverage as provide above shall be compensated at the rate of two-

thousand (\$2,000.00) dollars per calendar year, payable in equal payments on a quarterly basis, for the period of time the member declines and waives medical health insurance coverage provided by Employer.

A unit member who elects to receive the buyout shall, at any time during the period for which the member has declined and waived medical health insurance coverage through the Employer, be required to provide written notice to the Employer that the member is covered by medical health insurance under a different plan. Participation in a medical health insurance plan is mandatory. A member who has elected to receive the buyout is required to provide proof and written notice to the Employer on the Employer's "Request to Resume Medical Health Insurance Coverage" form, available from the Employer's Division of Risk Management, that he/she has involuntarily lost medical health insurance coverage and needs to re-enter the medical health insurance plan of the Employer. The parties recognize and agree that the effective date of the member's re-establishment of medical health insurance coverage provided through the Employer shall be at the earliest possible date as provided by the plans. The Employer agrees to notify the plan upon notice by the member to them, of that member's decision to re-establish medical health insurance coverage through the Employer.

- b. The Employer reserves the right to substitute insurance carriers, self-insure or a combination of the two, provided that the schedules of benefits are to be substantially the same as the Empire Plan.
- c. Before the Employer effectuates such a change, it will submit said anticipated plan or plans to a Staff & Chair’s Insurance Committee, which will ascertain whether the obligations under 2(b) of this Section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under 2(b) of this Section, the matter shall be submitted to arbitration pursuant to the Arbitration Article of this Agreement. However, it is understood the Employer may substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision, if the Employer decides to proceed despite the pending arbitration.
- d. Effective upon the date of ratification by all parties, unit members/employees hired before September 1, 1989 shall contribute the following percentages of annual health insurance premiums, as established by the New York State Health Insurance Program, for their coverage via payroll deductions as of:

September 1, 2019	3.0%
September 1, 2020	6.0%
September 1, 2021	9.0%
September 1, 2022	10.0%

Effective upon the date of ratification by all parties, all unit members hired on or after September 1, 1989 shall contribute 10% of the premiums for his/her coverage, as applicable, via payroll deductions.

If annual health insurance premiums increase more than six percent (6%), any increase above six percent (6%) will be borne by the College. In the event that a successor agreement has not been reached as of 8/31/23, any increase in the annual health insurance premium above three percent (3%) will be borne by the College.

- e. The Employer reserves the right, in its sole discretion, to offer and continue to offer unit members the opportunity to participate in one or more Health Maintenance Organizations (HMOs). In such event, the Employer shall contribute to premium payments in an amount not to exceed the premium costs paid for the health insurance described in subparagraph “d” hereof. In the event premium costs for participation in any HMO exceeds the premium costs paid pursuant to subparagraph “d”, then any member desiring participation in such in such HMO must assume such excess costs, or declining to do so, participate in an Employer plan which requires no excess premium contribution.
- f. (i) If any unit member on the payroll as of October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's

health insurance plan as provided herein. To be eligible for continued coverage, the member must:

- (1) have completed ten (10) years of service with the Employer,
- (2) be enrolled in the Employer's health insurance plan at the time employment is terminated, and
- (3) be within five (5) years of eligibility for retirement benefits from the New York State Teachers' Retirement System, or, if the member is not a participant in that retirement plan (e.g. TIAA-CREF), be within five (5) years of eligibility for retirement benefits from the New York State Teachers' Retirement System if the member would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan.

To continue coverage after termination, the former member must pay the full cost of coverage except that when the said individual commences receiving his/her retirement benefits from the New York State Teachers' Retirement System, or, if he/she is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of that retirement plan, the Employer will pay 1/20 of the premium for such coverage for each completed year of service by the employee for the Employer.

- (ii) If any unit member first hired in any portion of County

employment after October 20, 1992, ends his/her employment with the Employer before retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the member must have:

- (1) completed twenty (20) years of service with the Employer,
- (2) be enrolled in the employer's health insurance plan at the time employment is terminated, and
- (3) be within five (5) years of eligibility for retirement benefits from the New York State Teacher's Retirement System, or, if the member is not a participant in that State plan, be within five (5) years of eligibility for retirement benefits from that plan if he/she would otherwise qualify had he/she been a member of the applicable State plan.

To continue coverage after termination, the former employee/member must pay the full cost of coverage except that when said individual commences receiving his/her retirement benefits from the New York State Teachers' Retirement System, or, if the employee/unit member is not a member of such plan, when he/she would otherwise have begun receiving retirement benefits if he/she had been a member of the applicable State retirement plan, the Employer will pay 1/30 of the premium for such coverage for each completed year of service by the member for the Employer.

- (iii) If any unit member ends employment with the College prior to retirement age, he/she may continue to participate in the Employer's health insurance plan as provided herein. To be eligible for continued coverage, the member must:
- (1) have completed twenty (20) anniversary years of benefits-eligible service with the College; and
 - (2) be enrolled in the employer's health insurance plan at the time employment is terminated; and
 - (3) be within five years of eligibility for retirement benefits from the New York State Retirement System, or, if the member is not a participant in that retirement plan (e.g., is covered by the ORP), be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System if the member would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan; and
 - (4) to continue coverage after termination, the former employee/member must pay the full cost of coverage, except that when the member commences receiving retirement benefits from the applicable retirement plan, the Employer will pay 90% of the medical premium if the member had twenty to

twenty-four (20-24) continuous years of benefits-eligible service with the College at the time of separation, or 100% of the medical premium if the member had twenty-five (25) or more continuous years of benefits-eligible service with the college at the time of separation.

- (iv) (1) A unit member who was hired before September 1, 2005, and who announces his/her retirement, is at least 55, and who leaves College service, is entitled to receive health insurance coverage, excluding optical and dental plan coverage, for the member and his/her dependents subject to the terms and conditions of the current Orange County Employee Benefit Guidelines Book as of March 11, 2004 with amendments specified in this Agreement, at no cost to the member provided the member has his/her last continuous years of benefits eligible service with the College at the time of announced retirement.
- (2) Effective September 1, 2005, new employees/unit members (i.e., those hired after September 1, 2005) who announce their retirement, are within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System, or, if

the member is not a participant in that retirement plan (e.g., is covered by the ORP), be within five (5) years of eligibility for retirement benefits from the New York State Teachers Retirement System if the member would otherwise qualify for receipt of benefits had he/she been a member of the applicable State plan, and leave College service and are otherwise eligible to retire and receive benefits under the applicable retirement program (e.g. the Optional Retirement System, Teachers Retirement System, or the New York State Employees Retirement System), and have the continuous years of benefits-eligible service with the College as listed below, shall have the option to elect contributory medical insurance from the College based on the following schedule:

<u>Eligibility Period</u>	<u>College Share</u>	<u>Employee Share</u>
10-14 years	50%	50%
15-19 years	75%	25%
20-24 years	90%	10%
25 or more years	100%	0%

- (v) Effective September 1, 2005, all employees/unit members who are eligible to continue medical benefits in retirement will be enrolled in the Empire Plan. Retirees may have one

family coverage or two single coverage's, with no buyout provision.

3. Dental and Vision Insurance

- a. Effective January 1, 2001 until January 21, 2009, the Employer shall improve the Association's members' insurance by providing to Association-represented employees the "County" plans (i.e., the County Management Plan and as same may be improved from time to time) for dental and vision insurance. Effective January 21, 2009, the schedule of benefits will be made equivalent to that provided, as of January 1, 2008 by the CSEA Dutchess dental insurance plan.
- b. Such "County" plans contemplate that the Employer shall fully pay for individual coverage, with family coverage available at employee/member cost.
- c. All unit members who are otherwise eligible to retire under the applicable retirement system will be eligible to continue dental and/or vision benefits in retirement provided they pay 100% of the cost of coverage.
- d. Effective December 22, 2008, unit members shall have free access to the College's dental clinic.

4. Dependents Coverage in the Event of Death If a unit member with dependents covered by the health insurance plan dies; coverage for the member's dependents will be continued for the three (3) months following

the month in which the member's death occurs. If the member had ten (10) years of service with the Employer at the time of the member's death, the member's dependents may continue coverage at the dependent's expense until, (a) in the case of the member's spouse, the spouse remarries or (b) in the case of the member's other dependents, the dependent no longer is a dependent as defined in the Employer's health insurance plan.

5. Supplemental Insurances Fund. The Employer agrees to provide disability insurance (equal to those in effect on August 31, 1999) for each full-time unit member in each year of this Agreement.
6. Early Retirement Incentive. For the life of this contract, a Staff and Chair member with twenty (20) years of service at Orange County Community College, retiring at age 55-62, will receive 42% of his/her final year's salary. Staff & Chair members must indicate an intention to retire by January 15 of the year retirement will occur. In each year under this Agreement, this incentive provision shall apply to a maximum of five (5) Staff & Chair members, in order of application, who apply for early retirement. In the event the number of Staff and Chair members applying for early retirement exceeds five (5) in any one (1) year period, the College, in its discretion, may grant said individuals participation in this incentive program.

On an individual basis, upon agreement amongst the Association, the College and the affected employee, an employee who is age 62 may continue his/her eligibility for an Early Retirement Incentive for one additional year; however, such employee must request this benefit during

his/her last year of eligibility (i.e., while 62), and the 'final year's salary' upon which the 42% payment is based shall be the salary in effect at the time the request for the extension is made.

C. Vacation Periods

1. Members of the unit on twelve (12) month contracts shall enjoy the usual academic vacations as described in the College Bulletin at Thanksgiving, Christmas and Spring except that it is agreed that one (1) member from Grades 10-40 and one (1) member from Grades 50-90, on a rotating basis, may be required to be at the College on one (1) day during those vacation periods. During that same time period, one (1) Director, one (1) Associate Director or one (1) Assistant Director, from the Student Services or Student Accounts area, may be required to be at the College on a rotating basis. Any unit member shall not be required to work more than one day during those vacation periods as listed above in an Academic Year. Unit members that were required to be at the College will be credited with one (1) floating holiday. A list of assignments shall be created and sent to the Association by September 1 of each academic year.
2.
 - a. Members of the unit on twelve (12) month contracts who are on the Employer's payroll as of April 11, 1986, shall receive twenty-one (21) working days of vacation. A working day is defined as any weekday that the College is open for regular business.
 - b. However, commencing with the September 1, 1986 semester, all new employees hired on twelve (12) month contracts shall receive the

following vacation entitlement:

First Year-ten (10) days

Second through Fourth year -fifteen (15) days

Fifth Year forward-twenty-one (21) days

3. Members of the unit on ten (10) month contracts shall enjoy the usual academic vacations at Thanksgiving, Christmas and Spring.
4. Members on the payroll as of April 11, 1986, may carry over a maximum of eleven (11) days' vacation from year to year, but never to a total of more than thirty-two (32) days at any time. Commencing with the September 1, 1986 semester, all new employees/unit members may carry over a maximum ten (10) vacation days from year to year but never to total more than thirty-one (31) days at any time.
5. The Employer shall pay the cash value of accumulated unused vacation days up to a total of thirty-one (31) days upon the severance of a unit member from employment from a unit position provided said employee was on the payroll as of April 11, 1986. Commencing with the September 1, 1986 semester, all new members may accumulate unused vacation days up to a total of thirty-one (31) days and from that date forward the severance calculation shall be based on maximum accumulation of thirty-one (31) days.
6. Effective December 22, 2008, a member who is unable to take one or more vacation days in an academic year due to workload issues and whose unused vacation days would otherwise exceed the maximum number permitted to be carried over shall apply to his/her supervisor by July 15 for permission

to carryover the excess days. The supervisor shall forward the request to the appropriate Vice President for consideration. The request shall include the specific workload reasons why the employee has been unable to take vacation and why the member will not be able to take vacation by the end of the academic year. Upon approval of the Vice President, he/she shall be allowed to either carry over additional vacation days to the next academic year or shall be paid the cash value of the accumulated vacation days in excess of the otherwise permitted carry over, as determined by the Vice President. If employee does not initiate this process, any excess vacation will be lost at the end of the academic year.

D. Sick Leave

1. Ten-month work year unit members shall be granted eleven (11) sick leave days per academic year, cumulative to a maximum of one hundred eighty-five (185) days. Twelve-month work year unit members shall be granted twelve (12) sick leave days per calendar year, cumulative to a maximum of two hundred (200) days. Effective retroactive to September 1, 2008, the cumulative maximum for full-time twelve-month work year unit members shall be increased from two hundred (200) to two hundred ten (210) days. Sick leave days will be credited to each unit member on September 1 of each year. A prorated number of sick leave days will be credited to any member of the unit employed by the College after September 1st of any year. Unused personal days may be added to the accumulation calculation.
2. To be eligible for a paid sick day for a day of absence, a unit member shall give his immediate superior as much prior notice as possible - both of the

absence and of his or her return to duty.

3. A medical doctor's statement is required for all absences in excess of three consecutive business days.
4. The President of the College, or President's designee, shall maintain an accurate record of each member's cumulative sick leave days. An annual accounting shall be given to each member during the month of September. Such record shall be current as of August 31 preceding the September reporting.
5. A member may submit an application to the Board of Trustees for continuation of his/her salary after all sick leave and other paid accruals have been exhausted. The Board of Trustees shall advise the applicant in writing of its decision; said decision shall be final and nongrievable.
6. Effective December 22, 2008, sick leave shall run concurrently with Family Medical Leave Act (FMLA) leave, provided the leave usage is for a FMLA qualifying event.

E. Sick Leave Bank

1. An emergency sick leave bank has been established to provide against the economic effects of a long-term disabling illness.
2. Each full-time bargaining unit member may contribute two (2) days from his/her annual sick leave allotment per year. These days will be placed in a Sick Leave Bank, which shall be established to aid full-time bargaining unit members who are suffering from prolonged or disabling illness or mental incapacitation. The Sick Leave Bank shall be available to a full-time bargaining unit member whose sick leave accumulation has been exhausted.

A full-time bargaining unit member eligible to receive workers' compensation benefits is ineligible to draw upon the Sick Leave Bank. The Bank shall accumulate up to a maximum of five hundred (500) days and contributions cannot be withdrawn. In the event the Bank is discontinued, contributions will be refunded to each contributing full-time bargaining unit member up to his/her maximum contractual accumulation.

3. A full-time bargaining unit member, on written application and adequate justification replete with medical documents attesting to the disability, may apply to draw up to thirty (30) days against the Bank after his/her sick leave accumulation has been exhausted. With medical documentation, a full-time bargaining unit member may apply to the Committee for additional days from the Bank to a maximum of thirty (30) days. Effective December 22, 2008, sick leave bank days shall run concurrently with FMLA leave, provided the leave usage is for a FMLA qualifying event.
4. The Employer may, at its option, require a second medical opinion prior to paying or continuing payment of sick leave bank days. An applicant to the Bank will provide any documentation deemed necessary with regard to the nature and duration of the disabling condition.
5. A Committee consisting of five (5) members shall administer the Bank and act on each application submitted to it. The Committee may require periodic medical reports from a recipient. Composition of the Committee shall consist of three (3) bargaining unit representatives and two (2) representatives of the College Administration. As necessary, the Committee may consult with independent medical practitioners. Decisions of the

Committee are final.

6. The Committee shall present an annual written report to the Association at its first meeting in September. The report shall show the number of days in the Bank, the contributors, the number of requests made for days, and the number of requests granted. A copy of this report shall be given to the College President.

F. Personal Leave

Four (4) days of personal leave per academic year shall be permitted for members of the unit. Notice of leave days shall be given to the appropriate supervisor as far in advance as possible and the reason therefore shall be given unless confidential. In order to minimize the degree of interference with the education progress of students or other duties of the member of the unit involved, the following procedures shall be employed:

1. Personal leave is designed to enable members of the College Staff to carry out valid personal business, which cannot be transacted at times when the unit member has campus duties. The College assumes that it will be used in such a way as to minimize the disruption of College operations.
2. When a member of the unit plans to take a personal leave day, he/she shall, except in cases of emergency, notify the appropriate supervisor and tell him/her the subject of the class involved where applicable. The permission of the Vice President of the employee's designated area, or the Vice President's designee, is required in order to take a personal leave day just before or after holiday, recess or vacation. Such permission shall not be unreasonably withheld.

3. The Vice President or designee shall recommend to the appropriate supervisor the course of action best suited to protect the interests of the students affected or other College operations affected. Wherever possible, a qualified and available colleague should be asked to meet the class by the Department Chairs. Other members of the department as well as other members of the unit are asked to accept the professional responsibility to serve.
4. If the department cannot furnish a temporary substitute, the students should be given a sound alternative educational experience, which shall be subject to approval, by the Vice President of Academic Affairs or his/her designee. A Department Chair on personal leave may be required by the Vice-President to make up a class not covered or for which an approved alternative educational experience has not been scheduled.

The intent of personal leave days is to serve the convenience of the unit member without doing a disservice to the students or disrupt the other operations of the College.

G. Sabbatical Leaves

1. Sabbatical leaves for professional development may be made available to all members of the full-time professional staff who meet the requirements as stated below. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.
2. Sabbatical leaves may be granted for:

- a. study and research
 - b. creative work in literature and arts
 - c. educational travel
 - d. retraining as a means of avoiding retrenchment.
3. All unit members who have completed at least six (6) consecutive years of service within the College, or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of full-time service within the College from the date of return from their last sabbatical, shall be eligible for such leave. In computing consecutive years of service, periods of sick leave or other approved leave with pay and exchange professorships shall be included. Periods of approved leaves of absence without pay shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
4. At the convenience of the College, sabbatical leaves will be granted for periods of one (1) year at half-pay or for periods of one-half (1/2) year at full pay. In computing the periods stated above, those on ten (10) month contract shall be given the salary and leave for that period, and those on twelve (12) month contract shall be given the salary and leave for that period. If the leave is for one-half (1/2) year, the year as defined above shall be divided by two.
5. Members of the unit on sabbatical leave may, with prior approval of the VPAA or his/her designee, accept fellowships, grant-in-aid, or earned income only if they assist in accomplishing the purpose of their leaves.

6. All benefits such as retirement premiums, group insurance plans, and the like shall continue in effect during sabbatical leaves at the rate of pay received during the sabbatical period. A continuing appointment shall remain in effect and such leave shall be credited for retirement purposes. Members on sabbatical leave shall continue to receive stipends as part of the sabbatical pay base.
7. Application for sabbatical leave shall be submitted directly to the VPAA. The deadline is January 1st of the academic year preceding the one during which sabbatical leave is requested. Effective December 22, 2008, the deadline is January 5th of the academic year preceding the one during which sabbatical leave is requested. A form provided by the College, obtainable from the Office of the President, stating all necessary information, must be filed. After such necessary application has been filed, the President shall submit his/her recommendation to the Board of Trustees. The granting of a sabbatical leave shall not in any sense be automatic, but the Board of Trustees will consider the advantage to the applicant as a scholar, educator, teacher and administrator to be expected from the leave and the consequent advantage, through his/her service, to the College.
8. A full report of the sabbatical leave must be presented to the VPAA in writing within three (3) months after such leave is completed.
9. In the event a member of the unit on sabbatical leave should change, alter, or discontinue his/her approved sabbatical program before completion thereof, he/she must so notify the President promptly. If the termination of

his/her sabbatical is caused by illness, he/she shall be entitled to sick leave pay for the duration of such illness, or to the extent of such benefits he/she has accrued; but otherwise he/she must return to the College for assignment of duties without delay unless mutually satisfactory written arrangements be concluded by the parties concerned. If he/she fails to notify the President promptly of such termination, he/she shall be deemed derelict in his/her duty to the College, subject to dismissal therefrom, and liable for repayment of all salary received from the College after the date of said discontinuance of his/her planned course of study prior to completion. In the event he/she is dismissed for cause as stated above, he/she shall be liable for repayment of the full amount of his/her salary paid to him/her by the College while on said leave.

10. If a member of the unit does not return for one (1) full year after the completion of the sabbatical leave, he/she must within three (3) years repay the College in full for each month he/she does not serve. If a member of the unit resigns during his sabbatical leave, his/her salary will be terminated and he/she must within three (3) years repay the College for each month he/she was on sabbatical leave.

H. Other Approved Leaves

1. Jury Duty - All members of the unit subpoenaed as witnesses or jurors will notify the unit member's direct supervisor at once. Subpoenaed administrators required to serve as jurors or appear as witnesses during a working day will be paid the difference between the fee

received and the salary they would have received during this period. Such time is not to be deducted from accumulated sick leave or from personal leave.

2. Religious Holidays - Leave will be granted to members of the unit whose convictions require them to observe religious holidays. Such leave will not be charged against annual vacation time, sick leave or personal leave.
3. Unpaid Leaves of Absence - Unit members with three (3) or more years of service at the College may be granted up to two (2) years of unpaid leave for purposes of advanced study, exchange programs, service in professional organizations, political activities, or work in their professional area of competence. The Board of Trustees may extend such leave beyond the two (2) year period. The total number of such leaves in any one (1) year shall not be such as to jeopardize the normal operations of the College. Any unit member on unpaid leave of absence shall not forfeit any of his/her accrued benefits because of such leave.
4. Bereavement Days - In the event of the death of any of the relatives of an member as listed below, said member shall be granted up to four (4) days per occurrence without charge to any other paid leave accrual. Such four (4) days shall be any four (4) consecutive workdays, one of which is the day of the funeral. For purposes of this provision, relatives shall be construed as parents, siblings, spouse, legal guardians, children, brother- or sister-in-law, mother- or father-in-law, grandparent, grandchild, and any other person whose legal residence is the same as that of the member.

In the event that out of country travel is required, up to two (2) additional days of leave may be granted in light of the actual travel time required.

5. Retirement Sick Leave Benefit - Upon retirement, a full-time twelve-month work year unit member shall receive a cash payment for unused sick days up to a maximum of two hundred (200) days, as specified in this contract, equal to nine (9%) percent of his/her average per diem salary for the last five (5) years (notwithstanding the foregoing, the percentage shall be 15% for unit members who are members of the NYS Teachers' Retirement System - Tier 1). Effective retroactive to September 1, 2008, the maximum for a full-time twelve- month work year unit member shall be increased from two hundred (200) to two hundred ten (210) days. Upon retirement, a full-time ten-month work year unit member shall receive a cash payment for unused sick days up to a maximum of one hundred eight-five (185) days, as specified in this contract, equal to nine (9%) percent of his/her average per diem salary for the last five (5) years. For purposes of this provision only, the per diem calculation for Chairpersons shall be based on one hundred eighty (180) days and for Administrative Staff persons two hundred (200) days. Full-time unit members who otherwise resign or terminate their employment with the College are not eligible for this benefit. To be eligible for this retirement benefit, a full-time unit member must be at least fifty-five (55) years of age with ten (10) years of County employment.

I. Mileage Allowance

A member required and authorized to use his/her personal vehicle for College business shall be reimbursed at the current IRS standard mileage rate.

J. Tuition Remission

The College will waive tuition for credit courses for the spouse and dependent children of a bargaining unit member in those instances where such spouse or dependent child is otherwise independently accepted for enrollment in a degree program, and credit one hundred (\$100) dollars for each of two (2) non-credit courses in any one academic year. Such tuition-free enrollees, however, shall not be counted toward the minimum number of students necessary to offer a class, nor shall such students (when causing class sizes to be exceeded) result in additional hiring's.

The College will waive tuition for three (3) credit courses, and credit one-hundred (\$100.00) for each of two (2) non-credit bearing courses taken by a bargaining unit member each academic year. Such tuition-free enrollment shall not be counted towards the minimum number of students necessary to offer a class, nor shall the enrollment (when causing class sizes to be exceeded) result in additional hiring.

ARTICLE X
PAST PRACTICES

The College will continue any practices in effect as of September 1, 1969, including, but not limited to, those contained in the Faculty Handbook provided, however, that said policies and practices have not been specifically abridged, terminated or modified by provisions of this Agreement. No new policies or customs affecting working conditions will be instituted without notification to, and discussion with the Association, and they shall be subject to applicable statutes and interpretations by the Public Employment Relations Board and/or the courts of the State of New York or the United States.

ARTICLE XI
SCOPE OF THE AGREEMENT

Section 1

It is understood by and between the parties to this Agreement that any provisions inconsistent with or contrary to law, or rules and regulations having the force and effect of law, shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

Section 2

The parties agree that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in

this Agreement. Therefore, for the life of this Agreement, the County and the Staff and Chairman's Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 3

Terms and provisions contained herein constitute the entire Agreement between the parties and shall supersede all previous communications, representations and agreements either verbal or written between the parties hereto with respect to the subject matter hereof. It is further expressly understood and agreed by and between the parties hereto that the within Agreement contains all of the terms and conditions of employment, that all prior past employment practices governing salary, working conditions and all other terms and conditions of employment are merged into and are fully set forth in the within Agreement except as reserved by Article III of this Agreement.

Section 4

It is expressly understood by and between the parties hereto that none of the terms and conditions of employment as provided for herein, and specifically salary schedules, increments and all fringe benefits, automatically continue beyond the expiration of this Agreement. Continuation of such terms and conditions of employment shall be subject to negotiations at the request of either party at the expiration of this Agreement or any extension thereof.

Section 5

This Agreement shall constitute the full and complete agreement between the parties hereto and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 6

No individual arrangement, agreement or contract shall be entered into between the County and a member of the unit belonging to the Association, which is not subject to and consistent with the terms and conditions of this Agreement. Any individual arrangement, agreement or contract hereafter executed with a member of the unit shall be expressly made subject to and consistent with the terms of this Agreement.

ARTICLE XII
SAVINGS CLAUSE

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this contract shall remain in effect.

ARTICLE XIII
LEGISLATIVE AUTHORITY

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

ARTICLE XIV
CONTRACT DISTRIBUTION

Copies of the Agreement shall be printed at the expense of the Employer and given to all unit members now employed or hereafter employed by the Employer within thirty (30) days after its execution or within thirty (30) days after a member of the unit assumes his/her position with the Employer if that occurs later.

ARTICLE XV
DURATION OF CONTRACT

Except as expressly stated in the above provisions of this Agreement, this Agreement shall be effective as of September 1, 2017 and remain in effect through August 31, 2023. Thereafter, this Agreement shall remain in effect from year to year unless either party gives written notice to the other party within sixty (60) days prior to February 1st of any year that it wishes to terminate or modify the existing contract and enter into collective _negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

COUNTY OF ORANGE

**STAFF CHAIR ASSOCIATION
OF ORANGE COUNTY COMMUNITY
COLLEGE**

County Executive

President

**BOARD OF TRUSTEES OF
ORANGE COUNTY COMMUNITY COLLEGE**

Chairperson