

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

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**SUNY**  
SCHENECTADY  
COUNTY COMMUNITY COLLEGE

SEPTEMBER 1, 2020 to AUGUST 31, 2026

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## **Definitions**

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



## **Article 1: Recognition**

- 1.1 The Legislature pursuant to Section 207 of Article 14 of the Civil Service law, also known as the Public Employees Fair Employment Act, hereby recognizes the UFP as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of UFP members holding the title set forth in Schedule "A" appended hereto.
- 1.2 Such recognition will be exclusive to the extent permitted by Article 14 of the Civil Service Law.
- 1.3 The UFP agrees that it will not engage in, cause, instigate, encourage, or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The UFP will exert an effort to prevent and terminate any strike in which UFP members whom it represents participate. Nothing herein will be construed to limit the rights, remedies, or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

## **Article 2: Management Responsibilities**

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

## **Article 3: Dues Deduction**

- 3.1 The employer will deduct from the salaries of UFP members in the recognized unit, dues for the UFP as said members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the UFP. The Employer's obligation to deduct Association dues from the salary of the UFP member pursuant to this Article will cease immediately upon termination of employment of such UFP member or the receipt by the employer of written notice of withdrawal of authorization for such

deductions in accordance with the provisions of this Article. UFP members' authorization

**DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION**

**Last Name (Please Print)**

**First Name**

**Initial**

**Position**

**Address**

**TO: BOARD OF TRUSTEES OF SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE**

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

**Signature of UFP Member**

**Date**

**Total Deduction:**

**\$**

will be in writing in the form set forth below:

Each September 15th, the UFP will certify to the College in writing a roster of dues paying members and the current rate of its membership dues. The UFP will give the College at least thirty (30) days' notice prior to the effective date of any changes in its membership and/or rate of dues

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

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

A UFP member may withdraw their authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

3.2 The College will deduct from the salary of members of the UFP the dues amount certified by the UFP and will transmit the sum so deducted to the UFP. The College will provide notice to UFP when a new employee is hired in its bargaining unit.

Since salary deductions for annual dues or equivalent are made by installments, the College will not be responsible for any unpaid installment falling due after the last pay period in which a member has earnings sufficient for such installment due.

#### **Article 4: Public Documents**

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

#### **Article 5: Employment Policy**

##### **5.1 Full-Time Employment**

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

##### **5.2 Summer, Evening, and Overload Employment**

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

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

## **Article 6: Tenure and Career Appointments**

### **6.1 Tenure**

#### **6.1.1 Definition**

6.1.1.1 Tenure will be a full-time appointment to a Teaching Faculty Member position of Assistant Librarian, Associate Librarian, Librarian, Instructor, Assistant Professor, Associate Professor, or Professor at the College, for an indefinite period which, once granted, will not be affected by changes in rank, or by the concurrent designation of some other title, and will continue until terminated in accordance with provisions of Section 6.3 or Article 8. Tenure may be granted after the fifth year of full-time continuous service with the College, but the period may be extended to a maximum of seven years.

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

6.1.1.3 In determining the number of full years of service completed by a full-time Teaching Faculty Member, only leaves of absence with pay (such as sabbatical, sick leave, and vacation leave) will be credited as the normal fulfillment of the professional obligation for the period of the leave.

6.1.1.4 Unless waived by the Board of Trustees at the time of granting the leave of absence, all leaves of absence without pay and approved by the Board of Trustees, will be deemed to have interrupted otherwise full years of continuous service.

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

6.1.3 Procedures for the Appointment of Teaching Faculty to Tenure

6.1.3.1 A Committee on Tenure will be established to advise the Vice President for



Academic Affairs and the President on the granting of tenure. The committee will consist of eight members, four tenured faculty members elected by the Academic Senate, three faculty appointed by the Vice President for Academic Affairs, and one Dean appointed by the Vice President (and an alternate Dean selected by the Vice President who shall serve in cases when the appointed Dean is the division/school Dean for a candidate for tenure whose application is before the committee). No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion will serve on the committee during the period of their candidacy for promotion. Positive recommendations for tenure must be supported by at least six (6) members of the Committee.

- 6.1.3.2 Recommendations for appointment to tenure will be initiated by a faculty member making a request for consideration based upon evidence of readiness in accordance with these procedures. Faculty cannot be awarded tenure until their sixth year of service. Review for and recommendation to tenure may occur any time over a three-year period, starting from a Teaching Faculty Member's fifth year of service to their seventh year of service. When a faculty member approaches eligibility, the Dean will discuss promotion for tenure with the faculty member as part of the annual evaluation. The Dean and faculty member will discuss the Teaching Faculty Member's readiness for an application for tenure. The Dean will then inform the faculty member in the written annual evaluation, if the Faculty Member is ready for tenure review the following year. The Dean's recommendation letter will reflect their assessment of the faculty member's eligibility for tenure and work performance. The tenure review process will not start until the candidate's seventh year unless the division / school Dean chooses to make a positive recommendation in year five or year six. If a faculty member has completed their seventh year of service and the Dean has not recommended the member for tenure by recommending them to the Committee on Tenure, a faculty member may appeal the decision on their own behalf by forwarding a letter of intent to the Vice President for Academic Affairs within seven business days of the Dean's decision. The Vice President for Academic Affairs will respond to the appeal, in writing, in seven business days. A denial by the Vice President may be appealed to the President in accordance with section 6.1.3.6.

Each academic year, the Vice President for Academic Affairs will promulgate to the faculty and present to the Academic Senate no later than at its May meeting, the following specific deadlines to control the tenure process in the following academic year:

Portfolio Submission Deadline	1st Week of Sept.
Dean's Letter to Comm. Submission Deadline	Last Week of Sept.

Committee's Recommendation Deadline  
VP for Academic Affairs Recommendation

Last week of Nov.  
Last week of Dec.

Within each division/school of the College, all Teaching Faculty Members meeting full requirements for tenure who have been recommended by their Dean will be considered by the Committee on Tenure for tenure. Between June and the last week of September, the division/school Dean will prepare a recommendation letter for the faculty member for a tenure appointment. The Dean's recommendation letter will reflect their assessment of the faculty member's eligibility for tenure and work performance. They will then forward this recommendation to the Committee by the established deadline. Simultaneously, the faculty member will assemble, from their professional promotion plans, personnel file, and alternate materials, a portfolio of evidence to support tenure that includes a summative letter from the faculty member concerning their eligibility and work performance. The criteria for the tenure portfolio can be found in section 6.1.4 Tenure Criteria. The Teaching Faculty Member will submit the tenure portfolio to the Committee by the established deadline.

- 6.1.3.3 The Committee on Tenure will forward in writing its recommendations to the Vice President for Academic Affairs by the established deadline. The Vice President for Academic Affairs will carefully consider the recommendations of the Committee and will forward their recommendations to the President on or before the established deadline. The President will carefully consider the recommendations of the Committee and the Vice President for Academic Affairs and will thereafter forward their recommendations to the Board of Trustees in sufficient time for the recommendations to be considered at the May meeting of the Board of Trustees.
- 6.1.3.4 A tenure candidate who has been advised that they are not going to be recommended for tenure to the Board of Trustees by the President may appeal such determination, in writing, to the President within seven (7) calendar days. To facilitate the UFP member's decision whether or not to appeal, at the time that they notify the UFP member of their intention to not recommend the UFP member for tenure, the President will make available any materials they considered when making the recommendation available to the UFP member. Upon receipt of a timely appeal, the President will furnish their final decision on a recommendation for tenure, in writing, within seven (7) calendar days.
- 6.1.3.5 The Board of Trustees shall hold a vote on all positive recommendations in a public session at its May meeting; it will not hold a vote upon a negative recommendation from the President. The President, on behalf of the Board of Trustees, will furnish in writing the Board's decision to each individual faculty

member separately. Notice of an appointment to tenure will be publicly announced in Board meeting minutes within a reasonable time after the individuals concerned are notified.

- 6.1.3.6 A denial of tenure, whether by the failure of the President to provide a positive recommendation or by a negative vote by the Board of Trustees, is not subject to the contractual grievance process. An alleged failure to follow the tenure process may be grieved by the member in accordance with the provisions of Article 30.
- 6.1.3.7 A UFP member who does not receive a positive recommendation for tenure from the President or who has not been granted tenure by the Board of Trustees, will be given an opportunity to accept a one-year terminal appointment for the following academic year, after which time their appointment will not be renewed.
- 6.1.3.8 If a Teaching Faculty Member affirmatively notifies their division/school Dean in writing, in or before their final year of eligibility to apply for tenure, that they do not wish to apply to be appointed to tenure, that Teaching Faculty Member may, with the College's approval, continue to be employed for one or more one-year term appointments, subject to the College's decision, each year, on whether to renew the Teaching Faculty Member for an additional one-year term for the subsequent academic year. Once the election described above is made by a Teaching Faculty Member, it may not be revoked by the Teaching Faculty Member without the express written approval of the President of the College. This provision shall not apply to any Teaching Faculty Member who applies for but is not granted tenure.

#### 6.1.4. Tenure Criteria

Consistent with the College's mission and vision, and higher education best practices to enhance teaching and learning, tenure criteria will include consistent, uniform practices, including:

- 6.1.4.1 Teaching faculty who are recommended for tenure must prepare a Tenure Portfolio of evidence in support of their eligibility for submission to the Tenure Committee by the established deadline.
- 6.1.4.2 In determining the eligibility for appointment on tenure, the College will consider performance in the assigned position, professional activity and development, attendance, contribution to the College and its mission, and contribution to discipline and/or professional field. Faculty will provide evidence in support of these criteria in their Tenure Portfolio.

Tenure Portfolios will be submitted electronically, via flash drive, to the Academic Affairs Confidential Secretary by the established deadline. The Secretary will upload each tenure candidate's portfolio to an electronic repository (e.g., Tenure Committee Teams) accessible to only them and members of the Tenure Committee.

Effective Academic Year 2021-2022 (with possible exceptions due to COVID-19), each Tenure Portfolio must contain evidence of:

**(1) Performance in Assigned Position:**

- knowledge, competence, and skill in teaching as evidenced by Classroom Observations by division/school Dean; Peer Classroom Observations; Student Course Feedback; and Self-Evaluations
- demonstrated, effective use of the College Learning Management System as described in Section 9.2
- planning, leadership, and organizational skills
- support of the college's mission & vision
- active participation in division/school and college activities (for example: committee work, elected offices, mentorship, or involvement in UFP)
- fostering of student persistence & completion by performing student advising, engaging in co-curricular activities, working with students on research projects, college applications or completing letters of recommendation, or in helping students attain student scholarships or internships

**(2) Professional Activity and Growth:**

- currency in primary area of responsibility (for example: by attending conferences or workshops, or pursuing independent or advanced study), and

**(3) Contribution to Discipline/Professional Field:**

- active membership in professional organizations, if available
- enhancement of professional credentials through formal credit course work, advanced degrees, professional certifications, research, conference presentations, or publication

In addition, the Tenure Portfolio must contain the following documents:

- A Cover Sheet – Name, Title, Reporting division/school, Current Rank, and Date of Hire
- A Document Register: This provides a record of the assembly of the file. It is started when the preparation of the file begins, and each document should be recorded on the register as it is received and placed in the dossier.
- Updated Curriculum Vitae/Resume



- Classroom Observation Summaries from all years of service up until tenure (from Direct Supervisors) \*\*\* exceptions will be made for faculty hired before September 1, 2017, when division/school deans did not always engage in classroom observations
- Professional Development Plans (see sections 14.4.2)
  - Current Plan
  - Former Plans used for promotions, and
- Yearly Self-Evaluations (for all years of service up until recommendation for tenure). Based on the same criteria used for tenure, Self-Evaluation statements will specifically address:
  - Education/Professional Experience in Teaching Discipline
  - Teaching Effectiveness as evidenced by Classroom Observations by division/school Dean
  - Peer Classroom Observations
  - Student Course Feedback
  - Professional development
  - Contribution to the College
  - Contribution to the community
- Evaluations completed by supervisors
- \*Faculty may include other items that support their candidacy.

6.1.5 Post-Tenure Review: The purpose of post-tenure review is to help tenured faculty maintain or improve their performance and to document the faculty member's performance. The division/school Dean will evaluate all of their tenured members annually. The division/school Dean will evaluate the faculty member's performance since the last evaluation and forward their comments to the Vice President for Academic Affairs. Thereafter this report is included in the faculty member's personnel file.

## 6.2 Career Appointment

### 6.2.1 Definition

- 6.2.1.1 A career appointment will be a six (6) year term appointment to a full-time position listed in Schedule A, with the exception of Assistant Librarian, Associate Librarian, Librarian, Instructor, Assistant Professor, Associate Professor and Professor, which career appointment will not be affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article. A subsequent career appointment will be a seven (7) year term appointment to a full-time position listed in Schedule A, with the exception of Instructor, Assistant Professor, Associate Professor and Professor, which career appointment will not be

affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article. A final career appointment will be one (or more) twelve (12) year term appointment(s) to a full-time position listed in Schedule A, with the exception of Assistant librarian, Associate Librarian, Librarian, Instructor, Assistant Professor, Associate Professor and Professor, which career appointment will not be affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article.

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

6.2.1.3 Only leaves of absence with pay (such as sabbatical, sick leave, and vacation leave) will be credited as the normal fulfillment of the professional obligation for the period of the leave in determining the number of full years of service completed by a full-time member of the professional staff UFP members.

6.2.1.4 Unless waived by the Board of Trustees at the time of granting the leave of absence, all leaves of absence without pay and approved by the Board of Trustees will be deemed to have interrupted otherwise full years of continuous service.

## 6.2.2 Eligibility

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

## 6.2.3 Procedures

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

of the action prior to February 1. All recommendations and materials prepared for this action will be placed in a separate file in the Office of the President.

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

- 6.2.3.2 Between September 1 and November 1 of the sixth full year of continuous service in a career appointment, regardless of whether or not the first years have been interrupted by leaves, the same procedure as outlined in paragraph 6.2.2.1 will be followed for each UFP member holding such an appointment to determine eligibility for a subsequent career appointment.
- 6.2.3.3 Between September 1 and November 1 of the seventh full year of continuous service in a subsequent career appointment or the twelfth full year of continuous service in a final career appointment, regardless of whether or not the first years have been interrupted by leaves, the same procedure as outlined in paragraph 6.2.3.1 will be followed for each UFP member holding such an appointment to determine eligibility for a final career appointment.
- 6.2.3.4 A professional staff UFP member who has been advised under paragraph 6.2.2.1 above that they are not going to receive a subsequent career appointment or a renewal of a subsequent career appointment may appeal such determination to the Board of Trustees. If the professional staff UFP member who has a career appointment desires, the Board of Trustees will make available for their review and appeal the unfavorable comments that formed the basis for non-reappointment. The appeal must be filed with the President within seven (7) calendar days of such notice. The President will immediately advise the Board of Trustees of the appeal. The Board of Trustees will set a date for a hearing to be conducted by the Board of Trustees within seven (7) days of the receipt of the appeal, at which hearing at least a quorum of six (6) trustees will be present. At this hearing, the UFP member may be accompanied by a representative of their choice, and either or both of them may present, orally and/ or in writing, such professional staff UFP member's statement in response to the decision of the Board of Trustees. The Board of Trustees will render a decision and reply to the appeal within fifteen (15) days after hearing. The reply from the Board of Trustees will constitute final action, and there will be no appeal from this decision by the Board of Trustees.
- 6.2.3.5 In the case of a professional staff UFP member who has not been granted a career appointment, they will be given an opportunity to accept a one-year term appointment for the following academic year, after which time their appointment will not be renewed.
- 6.2.3.6 The appeal must be filed within seven (7) business days. The President will

advise the Board of Trustees within five (5) business days. The Board of Trustees will set a date for the hearing within ten (10) business days, at which hearing at least a quorum will be present. Also, the response must be made within fifteen (15) business days.

### **6.3 Terminations**

#### **6.3.1 Termination for Physical or Mental Incapacity**

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

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

#### **6.3.2 Termination for Cause**

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

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

6.3.2.3 Final action will not be taken on such charges until after the expiration of 30 days from the date of service of such notice upon the UFP member charged, during which time the UFP member, or their representative, may make a



written request to the President for a hearing, which, at the UFP member's request, will be public. If a request is not made, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges will not be taken until the hearing has been held and the matter presented to the Board of Trustees.

- 6.3.2.4 The President and the President of the UFP will meet and mutually agree upon a hearing officer from a list provided by the Public Employees Relations Board. The cost of the hearing officer will be borne equally by both parties. At such hearing, the employee charged will be entitled to be present, to be represented by a person of their choice, to present witnesses in their own behalf, and to confront and question witnesses against them. The College will bear the burden of proving the charged preferred against the employee. All testimony at such hearing will be under oath. A permanent record will be taken of each such hearing and will be preserved for five (5) years in the College's Office of Human Resources.
- 6.3.2.5 The failure of a UFP member against whom charges have been preferred to appear at a hearing or to give testimony during any hearing held pursuant to this article, will not prevent the hearing officer from making findings of fact and determining guilt or innocence based on evidence and testimony presented during any hearing held pursuant to this article.
- 6.3.2.6 In the event the Hearing Officer finds the UFP member innocent of the charges presented against them, such charges will be dismissed.
- 6.3.2.7 In the event the UFP member against whom charges have been preferred is found guilty by the hearing officer, the hearing officer will forward to the President their findings and recommendations as to the penalty to be imposed. The President will review such findings and recommendations, together with a copy of the record of the hearing in the event a hearing is held, and submit them together with their recommendations to the Board of Trustees.
- 6.3.2.8 The Board of Trustees will review the record, if any, and the recommendations of the hearing officers and the President and will impose such penalty as it deems appropriate in the interests of justice. The determination of the Board of Trustees pursuant to this article will not be subject to the provisions of any grievance procedure established in this agreement.
- 6.3.2.9 When, in the opinion of the President, there is a danger to the College, its employees, its students, or the public, a person upon whom charges have been served may be suspended by the President without salary pending final action upon such charge by the Board of Trustees. If a person against whom charges

have been served is suspended without salary and subsequently is reinstated to their position by action of the Board of Trustees, they will be paid the salary that they otherwise would have received during the period of such suspension.

### 6.3.3 Termination for Retrenchment

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

## **Article 7: [RESERVED]**

## **Article 8: Resignation**

8.1 A teaching UFP member will notify the President, in writing, at least sixty (60) calendar days prior to the first day of the following semester that they do not intend to return; provided, however, that the President, or their designee, may waive compliance with this notice requirement.

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

8.3 Vacation time cannot be used once written notice is given. Accrued sick time cannot be used in the sixty (60) or thirty (30) calendar day period unless in extraordinary circumstances. Payout of unused accrued time will be paid in the final check in accordance with the rules of this contract. If the member takes unapproved time off during the notice of resignation period, the unapproved days out will go unpaid. If proper notification, as defined above, is not provided, the college will not grant payout of vacation accruals.

## **Article 9: Professional Obligation**

The appointment year for each UFP member will be from September first through August thirty-

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

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

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

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

### 9.1 Academic Calendar

- 9.1.1 Every alternate year, a tentative academic calendar will be prepared two (2) years in advance. Any significant calendar changes since the previous calendar schedule will include input from the UFP Officers.
- 9.1.2 The tentative academic calendar will be submitted by the Vice President for Academic Affairs to the President of the UFP by April 1 every academic year.

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

9.2. Professional Obligations for Teaching Faculty:

- Meeting scheduled classes: classes must meet for the minimum contact hours. If absences reduce the class below the minimum required contact hours, the faculty member will provide the division/school Dean with a plan for how these hours will be made up.
- Holding scheduled office hours for students and submitting said schedule (including a minimum of 6 office hours per week) to their Dean by the end of the first week of the Fall and Spring semesters.
- Office hours for winter/summer courses will be held in the faculty member's discretion.
- Faculty must utilize the college learning management system (LMS) to post syllabi, maintain student grades and attendance (if attendance is recorded), and provide course announcements, including cancellation of class notices. Whether faculty members maintain attendance as part of their course or not, they will maintain student attendance utilizing the college LMS for the required decertification period which the college will make available to all faculty members. Posting additional content such as supplemental readings or links to other sources using the LMS is encouraged.
- Providing academic and career advisement: Academic and career advisement obligations can be met by conferring with students to provide career guidance related to academic programs including, but not limited to, the discussion of internship options, career fields associated with students' program of study, and further study aligned with students' chosen career path.
- Attending Academic Senate and Division/School and discipline-specific meetings
- Participating in and attending meetings of committees on which they serve
- Updating or developing courses in their discipline
- Completing program reviews within their divisions/schools as discussed and agreed upon with their division/school Dean and for the completion of work associated with maintaining accreditation for programs and the college.
- Attending Faculty Institute Week activities.
- Completing course and program level assessment activities within their divisions/schools as discussed and agreed upon with their division/school Dean.
- Completing curriculum development activities related to courses and programs.
- Attending graduation and convocations
- Attending professional development activities supported by division/school and the College.
- Completion of all mandatory employee safety and human resources trainings.



These obligations represent the minimal requirements. All teaching faculty are expected to carry out their obligations in a manner that supports a relevant academic curriculum and reflects a commitment to student learning. If a faculty member cannot meet one or more of these obligations, they should consult with their Dean.

**9.3 Appointed Committee Assignments**

UFP members will not be obligated to serve on more than two committees per academic year (standing or non-standing). UFP members may volunteer for additional committee assignments.

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

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

<b>Activities</b>	<b>Compensation</b>
Program Review or Accreditation Chair	3 credit hours release time for 1 semester, or a 3-credit overload following a collaborative agreement between the Dean and the faculty member. The Dean submits recommendation to the vice president for approval.
Academic Program Developer	3 credit hours release time for 1 semester
Summer/Off-hours Student Advisement/Registration	The maximum hourly rate for part-time professionals
Adjunct Instructor and Peer Observation	\$65 per observation
Chairperson of the Academic Senate	3 credit hours release time for each semester; if a professional staff member, 2 hours of release time per week during the academic year
Curriculum Committee Chair	3 Credit hours release time for each semester

9.6 Discipline Coordinators are full-time faculty assigned by their deans to coordinate courses within a discipline that has multiple sections. Discipline Coordinators orient and

mentor instructors by engaging in activities such as syllabus review, course and program updates, and technological training. Furthermore, Discipline Coordinators facilitate assessment. Discipline Coordinators may also facilitate curricular development, including activities such as course development, course revision, and program review. Discipline Coordinators receive either a one-course load reduction per semester or a stipend of \$1,000.00 per semester, the nature of compensation to be determined by the Vice President for Academic Affairs in consultation with the Dean and the coordinator.

The stipend for performing the duties of Discipline Coordinator is to be paid at the end of the fall semester and spring semester.

## **Article 10: Professional Teaching Assignments**

### **10.1 Whenever used in this article:**

10.1.1 The term "class period" will mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations, or combinations of these, and will also mean that one student credit hour would be assigned to a course requiring at least fifteen (15) such periods, and would extend through the semester as indicated in the academic calendar of the College.

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

10.1.3 The term "contact hour" will be the equivalent of fifteen (15) class periods or practicum periods.

10.1.4 The term "teaching credit hour" will be the equivalent of fifteen (15) class periods or twenty-two and one half (22.5) practicum periods.

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

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

### 10.3

- 10.3.1 The normal teaching load for the fall and spring semesters for a full-time Teaching Faculty Member will be thirty (30) teaching credit hours or thirty-six (36) contact hours, whichever is reached first in adding the courses to be taught in the spring semester; however, the division/school Dean may assign a Teaching Faculty Member to a load of not more than thirty-two (32) teaching credit hours or not more than thirty-eight (38) contact hours when, in their opinion, the proper scheduling of classes requires such modifications. Full-time faculty qualified in the discipline will be scheduled for load prior to adjunct assignments.
- 10.3.2 The teaching load will, wherever practicable, be fifteen (15) teaching credit hours or eighteen (18) contact hours per semester, except that when the semester teaching load would not otherwise exceed fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course may be assigned for that semester, provided the maximum for the fall and spring semester, as stated above, will not be exceeded. Evening courses may be assigned to a Teaching Faculty Member as part of their normal teaching obligation.
- 10.3.3 A Teaching Faculty Member will not normally be responsible for more than three (3) course preparations per semester. Additional preparations may be required for extra compensation.
- 10.3.4 The normal teaching load of a Teaching Faculty Member who is engaged to teach fewer than two (2) semesters during the year will not be less than fourteen (14) teaching credit hours, nor more than sixteen (16) teaching credit hours, or not less than seventeen (17) contact hours, nor more than nineteen (19) contact hours each semester during which they have a teaching obligation.
- 10.3.5 Faculty may supervise a student internship with the mutual agreement of the division/school Dean and the faculty member in any semester provided the student meets the prerequisite requirements. A faculty member will receive \$250.00 for each student supervised over the course of the semester in which the student is registered and participates in the internship. The faculty member will follow guidelines as provided by the office of Academic Affairs. For this purpose, internships are courses that are specifically entitled "internship" or "coop." It does not include courses referred to as Field Instruction. Any faculty member who supervises at least ten (10) interns will be given credit toward teaching load. In that case, the number of interns shall not exceed fifteen (15).
- 10.3.6 If the faculty member has 10 or more students registered in one semester (capped at 15), the faculty member may use the course toward load instead of taking the payment by headcount.

#### 10.4

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

10.4.2 The teaching professional who requests teaching a compensated overload pursuant to the provisions of this agreement and who received approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article 17. Qualified full-time faculty will receive first refusal to teach an overload at the time the schedule is developed. Overloads will be paid in the semester that the overload is taught.

10.4.3 The Teaching Faculty Member who requests teaching a compensation overload pursuant to the provisions of this agreement and receives approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article 17, paragraph A.

10.5 Teaching UFP members who request teaching in the summer session and receive approval will receive compensation for the actual number of teaching credit hours taught in accord with rates in Article 17, paragraph 17.1. The maximum course load for the summer session will be eight (8) teaching credit hours.

10.6 Exceptions or temporary waivers of the provisions of this article may be made or granted by written notification in advance by the Vice President for Academic Affairs, in accordance with the procedures established by the President, except that no teaching UFP member will have their load increased beyond the maximum without their written permission. A copy of the exception or temporary waiver will be made to and granted by the Vice President for Academic Affairs. A copy of the exception or temporary waiver will be provided to the UFP member.

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

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

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

11.2 The Personnel File will contain the following:

- 11.2.1 Information relating to the UFP member's academic and professional accomplishments submitted by the UFP member or placed in the file at the UFP member's request, except for placement folders or references provided by agencies or individuals at the time the UFP member was being considered for a position at the College. All formal correspondence between the UFP member and the President will be placed in this file.
- 11.2.2 Copies of all annual evaluations of the UFP member's professional performance at the College will not be placed in the UFP member's personnel file until the UFP member has been given the opportunity to read the contents and attach any comments they may so desire. Each such evaluation will be initialed by the UFP member before being placed in their file. This initialing will not be deemed to constitute approval by the UFP member of the contents of such evaluations. If the UFP member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect will be affixed to the evaluation.
- 11.2.3 The College will also maintain a file of business records relating to the UFP member, generated by the College, and including payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above, and may be inspected by the UFP member or their representative at reasonable times during the business hours of the Vice President of Administration's Office.
- 11.3 The personnel file will be available for review to the UFP member and their representative at reasonable times during the business hours of the office of Human Resources. Such files will be treated in a confidential manner.
- 11.4 UFP members will not be required to furnish personal or educational data previously submitted to the administration, but each UFP member will furnish whatever new or updated information is needed to maintain their personnel file on a current basis.
- 11.5 The personnel file will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

## **Article 12: Evaluation and Reappointment**

- 12.1 After the first of January of each year, the College will decide whether the UFP member, without tenure, will be offered a reappointment for the year beginning the following first of September. For each UFP member to be offered a reappointment, a single written evaluation will be prepared. Each person preparing all or any part of a written evaluation will sign their name to the part they prepared and every other person involved in the



review of such evaluation may add any comments, remarks, or observations to such written evaluation provided that such person will sign their name to such comments, remarks, or observations, if any. Such a written evaluation will also be prepared for those who hold, or have been granted career appointments. Such a written evaluation will be prepared also for those who hold, or have been granted, tenure; however, reappointment is not part of the evaluation as per the status of tenure outlined in section 6.1. The written evaluation, for UFP member holding tenure or career appointment, will set forth a section entitled Special Areas of Concern in which section the evaluators will identify areas that need improvement, if any.

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

12.1.2 Teaching UFP members will utilize a specific form for student feedback for their courses. The form will be developed by the Teaching and Learning Task Force. An individual faculty member may develop and administer their own additional feedback form, but they must also administer the College's formal Student Course Feedback instrument. Student Course Feedback data will be used for both formative and summative evaluations (annual, periodic, promotion and tenure). The Student Course Feedback instrument will be implemented by Fall 2022 and will be applicable to all teaching faculty. All Student Course Feedback will be confidential and will go directly to both the division/school Dean and the faculty member. The Dean will review the Student Course Feedback and will address them as a discussion item during the annual evaluation. This discussion will not be punitive or disciplinary; rather, it will be used to share information and improve instruction.

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

12.2 Whenever the College decides, after a careful review of all factors known to it, not to reappoint a UFP member, this will be communicated to that person by their immediate supervisor in a personal meeting before the decision not to reappoint is presented in writing to such UFP member by the President. The UFP member may request a meeting with their immediate supervisor to present their position in regard to the matter and this will be granted within fifteen (15) days before the decision not to appoint has been communicated in writing. At the meeting, the UFP member may present any written or oral statement or other documents which they consider appropriate. Following the meeting, copies of all written statements or documents will be forwarded to the President of the College for their information, together with any additional statement in writing that the UFP member wishes to submit as a result of the meeting. These documents will be placed in the personnel file of the UFP member. The President of the College may, at their discretion, add

to such file any comments or observations that they may deem appropriate.

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

**12.4 Classroom visitations will be completed annually for all non-tenured teaching faculty. Such classroom visitations will be made upon advance notice to the teaching UFP member as to the time and place of such visitation. Should the Dean or vice president decide to utilize classroom visitations as part of the evaluation process, such classroom visitations or access to a faculty member's online course will be allowed and made upon advance notice. For online access, the faculty member must be made aware of the time frame when the visitation is to occur.**

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

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

**12.6 For purposes of the evaluations conducted pursuant to this article, the following concept/procedures shall be followed:**

**12.6.1 Student Course Feedback:**

Faculty will solicit formal feedback from students in pre-selected courses and sections. The form that this feedback takes will be determined by the Teaching and Learning Task Force. Pre-selection shall include at least five courses each year (spring and fall semesters)

- Two selected by division/school Dean
- Three selected by faculty member
- Faculty member or division/school Dean may request additional student feedback.
- Courses in which feedback is solicited during the fall semester must be selected by the third week of the semester; courses in which feedback is solicited during the spring semester must be selected by the third week of the semester.

#### 12.6.2 Classroom Observation by division/school Deans:

This observation will be held in accordance with the schedules set forth in Section 14.4.2.3 and shall include:

- Classroom Observation – course selected by the faculty member and Dean at a mutually agreed upon time.
- The Dean will prepare a written summary/evaluation.

#### 12.6.3 Peer Classroom Observation:

These observations will be held in the same academic years as the Classroom Observations above and shall include:

- Two courses observed by mutually agreed upon tenured/senior peers at a mutually agreed upon time.
- A written summary/evaluation prepared by the observer.

### **Article 13: Staff acceptance or Rejection of Appointment**

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

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

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

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

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

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

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

13.2.2 Rank, where applicable.



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

### 13.3

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

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

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

## Article 14: Promotions in Rank

### 14.1 Policy

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

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

### 14.2 Eligibility

All Full-time UFP members who hold the rank of Instructor, Assistant Professor, Associate Professor, Assistant Librarian I, Assistant Librarian II, or Associate Librarian, Counselor I, Counselor II, or Counselor III, Technical Assistant, Technical Specialist, Assistant for Academic Services, Assistant for Continuing Education, Assistant for Admissions, Assistant Director of Financial Aid, Academic/Admissions Advisor I,

Academic Computing Specialist I, Coordinator of ADA Transition Services I, Coordinator of Career and Employment Services I, Coordinator of Instructional Technology I, Coordinator of Multicultural/Educational Opportunity Programs I, Learning Resource Specialist I, II, III, or Public Relations/Publications Specialist I.

### **14.3 Authority to Grant**

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

### **14.4 Periods and Service Eligibility**

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

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

14.4.2.1 Period of Service Required for Consideration of Promotion in Rank

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

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

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

14.4.2.2 Professional Development & Service Criteria for Promotion in Rank

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

- Focus on establishing expertise in their primary assignment
- Maintain currency in the discipline and evidence competency in teaching, as evidenced, in part, by receiving a satisfactory evaluation from their division/school Dean.
- Two-year professional development plan submitted to their division/school Dean along with yearly self-evaluation (both of which will be maintained in the personnel file)

- Attend division meetings and Academic Senate meetings
- Engage with the larger college community, which might include committee work, further professional development activity, and other college or community service
- Exploring options for further professional, college, and community service

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

- Maintain focus on primary assignment and continue with activities noted above in paragraph 14.4.2.2.1.
- Stay current in area of expertise and contribute to the maintenance and development of curriculum within their division
- Make evident the improvement and refinement of their teaching both by a written self-evaluation that describes how student and evaluations have helped to improve their teaching, and by a satisfactory evaluation from their division/school Dean.
- Attend at least one conference in their discipline and provide a written report on how this has improved their teaching or advanced their disciplinary knowledge, or publish a scholarly review or paper
- Demonstrate successful completion of their two-year professional development plan and develop a new three-year professional development plan, in consultation with their division/school Dean.
- Participate in at least two professional development activities, such as course or program development, grant-writing, external program or peer review
- Participate in college, university, or community service, such as governance or union leadership, coordination of lecture series, chairing of a standing or ad hoc committee, club advising, service on SUNY advisory teams or councils, or service on community advisory or governing boards
- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

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

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

- Demonstrate consistent excellence in the performance of their primary assignment by showing significant improvement and refinement in teaching, as evidenced, in part, by a satisfactory evaluation from their Dean
- Take leadership role in curricular or program development
- Demonstrate successful completion of their three-year professional development plan and develop a new four-year professional development plan, in consultation with their Dean
- Indicate an ongoing commitment to sharing expertise and knowledge by regularly accepting leadership roles on college or university-wide committees
  - Demonstrate continued commitment to the discipline by engaging in activities such as research (including student research), continuing education, industry certifications, and conference presentations

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

14.4.2.4 Professional development is facilitated by the production of individual professional development plans. Full-time faculty (except those who are tenured and have achieved the rank of full Professor) are required to submit a professional development plan along with their summary of professional activities to their division/school deans by April 1. Faculty members will review each of them with their division/school deans . Professional development plan goals may be met by a variety of professional development activities designed to:

- Improve teaching and student learning
- Expand existing competency in one's primary assignment
- Develop competency in a new, but related, area
- Undertake a new assigned college role
- Develop new college courses or programs
- Gain breadth or diversity through meaningful interdisciplinary or extra-disciplinary work
- Initiate special coordinated programs with professional societies,

participate in industry-sponsored programs, or develop partnerships with business and industry

- Benefit the college, community, or society through participation in programs, engagement in research, or proposal of innovations
- Revitalize professional commitment and enthusiasm
- Improve student retention and completion

#### 14.4.2.5 Promotion Pay

Instructor to Assistant Professor	\$1,000
Assistant Professor to Associate Professor	\$2,000
Associate Professor to Full Professor	\$3,000

#### 14.4.3 Promotional Paths for Professional Staff

##### 14.4.3.1 Admissions Advisor

###### 14.4.3.1.1 Promotional Path

- Admissions Advisor I
- Admissions Advisor II \$(1,150) Base Pay
- Promotional Recognition \$1,000 (Non-Base Pay Recognition)

###### 14.4.3.1.2 Promotional Criteria for Admissions Advisor I to Admissions Advisor II:

- Two years of full-time service in the capacity of Admissions Advisor
- Receive positive annual evaluations by supervisor
- Devise of a three-year professional development plan in consultation with supervisor
- Attend at least one conference specific to the field of Admissions and Enrollment Management
- Attend division meetings as scheduled (except where contractual leave and job responsibilities do not allow for attendance), attend Academic Senate Meetings, as well as engage with the larger campus community, which might include committee work, further professional development activity, and other college community service
- Participate in college, university, or community service, such as governance or union leadership, coordination of a campus activity, chairing of a standing or ad hoc committee, club advising, serving on a SUNY Advisory team or councils, or serving on community advisory or governing boards.
- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention,



completion, etc.

#### 14.4.3.2 Academic Advisor

##### 14.4.3.2.1 Promotional Path

- Academic Advisor I
- Academic Advisor II \$1,150 (Base Pay)

##### 14.4.3.2.2 Promotional Criteria for Academic Advisor I to Academic Advisor II

- Two years of full-time service in the capacity of Academic Advisor
- Receive positive annual evaluations
- Devise a three-year professional development plan in consultation with supervisor
- Attend division meetings as scheduled (except where contractual leave and job responsibilities do not allow for attendance) and Academic Senate Meetings
- Engage with the larger campus community, which might include doing committee work and further professional development activity
- Participate in college, university, or community service, such as governance or union leadership, coordination of a campus activity, chairing of a standing or ad hoc committee, club advising, serving on a SUNY Advisory team or councils, or serving on community advisory or governing boards.
- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

#### 14.4.3.3 Counselor

##### 14.4.3.3.1 Promotional Path

- Counselor I
- Counselor II \$1,000 (Base Pay)
- Counselor III \$1,200 (Base Pay)
- Counselor IV \$1,500 (Base Pay)
- Promotional Recognition \$1,000 (Non-Base Pay Recognition)

##### 14.4.3.3.2 Promotional Criteria for Counselor I to Counselor II

- Two years of full-time service in the capacity of Counselor I
- Receive positive annual review

- Devise of a two-year professional development plan in consultation with supervisor
- Attend Student Affairs Division meetings (except where contractual leave and job responsibilities do not allow for attendance) and Academic Senate Meetings
- Engage with the larger campus community, which might include doing committee work, further professional development activity, and other college community service.

#### 14.4.3.3.3 Promotional Criteria for Counselor II to Counselor III

- Three years of full-time service in the capacity of Counselor II
- Receive positive annual evaluations
- Devise a three-year professional development plan in consultation with supervisor
- Attend at least one conference specific to the field of higher education and/or counseling
- Demonstrate the successful completion of the two-year professional development plan as part of the promotional process from Counselor I to Counselor II
- Attend Student Affairs Division meetings (except where contractual leave and job responsibilities do not allow for attendance) and Academic Senate Meetings
- Engage with the larger campus community, which might include committee work, further professional development activity, and other college community service
- Participate in college, university, or community service, such as Academic Senate or UFP activities, coordinating a campus activity, participating on a standing or ad hoc committee, club advising, serving on a SUNY Advisory team or council, or serving on a community advisory or governing board
- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

#### 14.4.3.3.4 Promotional Criteria for Counselor III to Counselor IV

- Five years of full-time service in the capacity of Counselor III
- Receive positive annual evaluations
- Devise a five-year professional development plan in consultation with supervisor
- Attend at least two conferences specific to the field of college counseling

- Present at conference, be a member of a conference planning committee, and/or publish on a topic related to higher education and/or counseling
- Demonstrate the successful completion of the three-year professional development plan as part of the promotional process from Counselor II to Counselor III
- Attend Student Affairs Division meetings (except where contractual leave and job responsibilities do not allow for attendance) and Academic Senate Meetings
- Engage with the larger campus community, which might include doing committee work, further professional development activity, and other college community service
- Participate in college, university, or community service, such as a leadership position within the Academic Senate or UFP, coordinating a campus activity, chairing a standing or ad hoc committee, club advising, serving on a SUNY Advisory team or councils, or serving on community advisory or governing boards.
- Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

#### 14.4.3.4 Graphic Designer

##### 14.4.3.4.1 Promotional Path

- Graphic Designer I
- Graphic Designer II \$1,150 (Base Pay)
- Promotional Recognition \$1,000 (Non-Base Pay Recognition)

#### 14.4.3.5 Librarian

##### 14.4.3.5.1 Promotional Path

- Assistant Librarian
- Associate Librarian \$1,000 (Base Pay)
- Librarian \$2,000 (Base Pay)

##### 14.4.3.5.2 Promotional Criteria for Assistant Librarian to Associate Librarian

- Two years of full-time service at the rank of Assistant Librarian
- Focus on establishing expertise in primary assignment
- Develop a two-year professional development plan, in consultation with supervisor
- Maintain currency and demonstrate competency in librarianship evidenced, in part, by receiving a positive evaluation from their supervisor
- Attend unit meetings and Academic Senate meetings



- Engage with the larger community, which might include doing committee work, further professional development activity, and other college or community service
- Explore options for further professional, college, and community service in discussion with supervisor

#### 14.4.3.5.3 Promotional Criteria for Associate Librarian to Librarian

- Three years of full-time service at the rank of Associate Librarian
- Maintain focus on primary assignment and continue with activities noted above
- Stay current in librarianship and contribute to the development and maintenance of library collections, services, or initiatives
- Make evident the improvement and refinement of librarianship by a written self-evaluation and by a positive evaluation from supervisor
- Attend at least one conference pertinent to librarianship and provide a written report on how attendance at conference has improved library services or collections, or advanced librarian's disciplinary knowledge; or publish a scholarly review or paper
- Demonstrate successful completion of two-year professional development plan and develop a new three-year professional development plan, in consultation with supervisor
- Participate in at least two professional development activities, such as program review, unit review, giving college-wide presentations, participating in professional organizations or attending workshops or training sessions
- Participate in college, university, professional or community service, such as governance or union leadership, officer of a standing or ad hoc committee, service on SUNY advisory teams or councils, or service on professional or community advisory of governing boards

#### 14.4.3.6 Public Relations/Public Relations Specialist

##### 14.4.3.6.1 Promotional Path

- Public Relations/Publications Specialist I
- Public Relations/Publications Specialist II \$1,150 (Base Pay)
- Promotional Recognition \$1,000 (Non-Base Pay Recognition)

#### 14.4.3.7 Technical Assistant/Specialist

##### 14.4.3.7.1 Promotional Path

- Technical Assistant/Specialist
- Senior Technical Assistant/Specialist \$1,150 (Base Pay)

- Promotional Recognition \$1,000 (Non-Base Pay Recognition)

#### 14.4.3.7.2 Promotional Criteria for Technical Assistant/Specialist to Sr. Technical Assistant/Specialist

- Two years of full-time service in the capacity of Technical Assistant/Specialist
- Stay current in area of expertise and contribute to overall improvement/performance of member's unit
- Receive positive annual evaluations by member's supervisor
- Devise a two-year professional development plan in consultation with supervisor
- Engage with the larger campus community, which might include doing committee work, further professional development activity, and other college community service

### 14.5 Procedures

#### 14.5.1 Promotion from Instructor to Assistant Professor

14.5.1.1 The question of a UFP member's promotability from Instructor to Assistant Professor will be raised and considered prior to, or coincident with, continuing appointment considerations.

14.5.1.2 On or before January 1, the instructor's immediate supervisor will forward their recommendations for promotion to the Vice President for Academic Affairs. The Vice President for Academic Affairs will, after adding their recommendations, forward all recommendations to the President who in turn will make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the instructor prior to March 1.

14.5.1.3 All recommendations will be supported by the evidence available.

14.5.1.4 In the absence of recommendations by the immediate supervisor, the Vice President for Academic Affairs may initiate whatever action they deem necessary to ensure that each instructor is appropriately considered and their status reviewed.

#### 14.5.2 Promotion from Assistant Librarian I to Assistant Librarian II

14.5.2.1 The question of a UFP member's promotability from Assistant Librarian I to

Assistant Librarian II will be raised and considered prior to, or coincident with, continuing appointment considerations.

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

14.5.2.3 All recommendations will be supported by the evidence available.

14.5.2.4 In the absence of recommendations by the immediate supervisor, the Vice President for Academic Affairs may initiate whatever action they deem necessary to ensure that each Assistant Librarian I is appropriately considered and their status reviewed.

#### 14.5.3 Promotion from Counselor I to Counselor II

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

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

14.5.3.3 All recommendations will be supported by the evidence available.

14.5.3.4 In the absence of recommendations by the Vice President of Student Affairs, the President may initiate whatever action they deem necessary to ensure that each Counselor I is appropriately considered and their status reviewed.

#### 14.5.4 Promotion from Technical Assistant to Senior Technical Assistant

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

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

14.5.4.3 All recommendations will be supported by the evidence available.

14.5.4.4 In the absence of recommendations by the immediate supervisor, the Vice President for Academic Affairs may initiate whatever action they deem necessary to ensure that each technical assistant is appropriately considered and their status reviewed.

#### 14.5.5 Promotion from Technical Specialist to Senior Technical Specialist

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

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

14.5.5.3 All recommendations will be supported by the evidence available.

14.5.5.4 In the absence of recommendations by the immediate supervisor, the Vice President for Academic Affairs may initiate whatever action they deem necessary to ensure that each technical specialist is appropriately considered and their status reviewed.

#### 14.5.6 Promotion to Academic/Admissions Advisor II, Academic Computing Specialist II, Associate Director of Admissions, Associate for Academic Services, Associate for Workforce Development and Community Education, Associate Director of Financial Aid, Coordinator of Career and Employment Services II, Coordinator of ADA Transition



Services II, Coordinator of Instructional Technology II, Coordinator of Multicultural/Educational Opportunity Programs II, Public Relations/Publications Specialist II

14.5.6.1 The question of a UFP member's promotability from Academic/Admissions Advisor I to II, Academic Computing Specialist I to II, Assistant to Associate Director of Admissions, Assistant to Associate for Academic Services, Assistant to Associate for Workforce Development and Community Education, Assistant to Associate Director of Financial Aid, Coordinator of Career and Employment Services I to II, Coordinator of ADA Transition Services I to II, Coordinator of Instructional Technology I to II, Coordinator of Multicultural/Educational Opportunity Programs I to II, Learning Resource Specialist I to II, or Public Relations/ Publications Specialist I to II will be raised and considered prior to or coincident with career appointment considerations.

14.5.6.2 On or about January 1, the immediate supervisor will forward their recommendations(s) for promotion to the supervising Dean. The supervising Dean, after adding their recommendations(s) for promotion, will forward all recommendation(s) to the President who in turn will make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees will be conveyed in writing to the UFP member prior to March 1.

14.5.6.3 All recommendations will be supported by the evidence available.

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

#### 14.5.7 Promotion to the Rank of Associate Professor or Professor

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

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

14.5.7.3 The Committee will forward its favorable recommendations, together with



such evidence as it has collected, to the Vice President for Academic Affairs on or before January 1, who will, after adding their recommendations, forward all recommendations to the President.

- 14.5.7.4 The Chairperson of the Committee will forward to the President, all recommendations which they receive and have not forwarded on to the Vice President for Academic Affairs in the process. The President will forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

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

#### 14.5.8 Promotion to the Rank of Associate Librarian or Librarian

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

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

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

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

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

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

- 14.5.9.1 It will be the responsibility of the supervising Dean to forward their

recommendations for promotion to a committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.

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

14.5.9.3 The committee will forward its favorable recommendations, together with such evidence as it has collected, to the supervising Dean on or before January 1, who, after making their recommendation, will forward all recommendations to the President.

14.5.9.4 The chairperson of the committee will forward to the President all recommendations which they received and have not forwarded on to the supervising Dean in the process.

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

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

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

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

## **Article 15: Promotional Recognition for Professional Staff**

### **15.1 Policy**

15.1.1 It will be the policy of the College to review periodically and systematically, the

status and growth of each professional staff member and to seek to confer the promotional recognition as is deemed warranted in accordance with this article.

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

## 15.2 Eligibility

15.2.1 Any full-time professional staff member who has not received a promotional recognition and holds the title of Senior Technical Assistant, Senior Technical Specialist, Academic/Admissions Advisor II, Academic Computing Specialist II, coordinator of ADA Transition Services II, Coordinator of Career and Employment Services II, Coordinator of Multicultural/Educational Opportunity Programs II, Public Relations/Publications Specialist II, Associate for Academic Services, Associate for Workforce Development and Community Education, Associate Director of Academic Computing, Associate Director of Admissions, Associate Director of Financial Aid, and Coordinator of Instructional Technology II, Assistant Director of Academic Advisement and Retention, Assistant Director of Career and Transfer Services, Assistant Registrar, Associate Director of Admissions, Coordinator of ADA Transition Services, Coordinator of Testing Center, Financial Aid Advisor, Graphic Designer, Network Specialist, Non-Traditional Career Advisor, Public Relations/Publications Specialist, Systems Management Technician, Teaching and Learning Specialist, Tutor Coordinator is eligible.

15.2.2. A full-time professional staff member in any position defined may apply for the promotional recognition any year after the third year of continuous service at the College. Absent an earlier request, each professional staff member will be evaluated for promotional recognition prior to the tenth year of employment.

## 15.3 Authority to Grant

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

## 15.4 Periods and Service Eligibility

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

Board of Trustees.

15.4.2 Promotional recognition in accordance with this article is based on merit, and will consist of \$1,000.00 that will not be added to base.

#### Minimum Requirements for Promotional Recognition

- \* Three years of full-time service in current title
- \* Receive positive annual evaluations
- \* Devise a three-year professional development plan in consultation with supervisor
- \* Attend division meetings (except where contractual leave and job responsibilities do not allow for attendance) and Academic Senate meetings where applicable
- \* Engage with the larger campus community, which may include doing committee work, further professional development activity, and other college community service
- \* Participate in college, university, or community service, such as governance or union leadership, coordinating a campus activity, chairing a standing or ad hoc committee, club advising, serving on a SUNY Advisory team or councils, or serving on community advisory or governing boards
- \* Participate in initiatives at the College or SUNY level that improve student learning outcomes or the student experience, such as assessment, applied learning, international initiatives, retention, completion, etc.

#### 15.5 Procedures

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

15.5.2 All recommendations will be supported by the evidence available.

15.5.3 In the absence of recommendations by the immediate supervisor, the appropriate Dean or immediate supervisor may initiate whatever action they deem necessary to ensure that each UPF member is appropriately considered and their status reviewed.

**Article 16: Salaries**

**16.1 Salary Schedule**

Beginning on September 1 of each of the academic years listed below, annual base salaries will increase as follows:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
<b>Teaching Members</b>						
Instructor	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Assistant Professor	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Associate Professor	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Professor	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
<b>Professional Staff Members</b>						
Category A	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Category B	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Category C	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Category D	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Category E	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>
Category F	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>

16.2 If a teaching UFP member leaves service for retirement or otherwise between the fall and spring semesters, he/she will receive no less than 50% of their annual salary for completion of the fall semester.

16.3 Effective September 1, 2021, upon the completion of the years of continuous full-time service to the College set forth in the table below, unit members shall receive a non-cumulative longevity stipend in the following amounts:

Years Completed	Longevity Payment
5 Years to 9 Years	\$500 in each year
10 Years to 14 Years	\$750 in each year
15 Years to 19 Years	\$850 in each year
20 Years to 24 Years	\$950 in each year
25 Years to 29 Years	\$1,500 in each year
30 Years to 34 Years	\$2,000 in each year



35 Years to 39 Years	\$2,500 in each year
40 Years to 44 Years	\$3,000 in each year
45 Years and each successive year	\$3,500 in each year

16.4 Professional staff members who possess a doctoral degree, or who obtain a doctoral degree while employed by the College, shall receive a one-time bonus payment of \$1,000 at the time of hire or conferral.

**Article 17: Compensation for Summer, Evening, and Overload Employment**

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

17.2

17.2.1 Members of the professional staff receiving a teaching assignment will be compensated at the rate established for part-time instructors.

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

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

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

**Article 18: Sabbatical Leave**

The College recognized that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken

while a faculty member is engaged in full-time service on the campus. The College therefore recognized the desirability of a sabbatical leave policy as will be of benefit to both the College and the faculty member.

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

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

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

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

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

money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

A faculty member returning from sabbatical leave will retain the rank and position that were in effect before the leave unless they will have been promoted or assigned to a different position with their consent. The period of sabbatical leave will be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits will continue in effect during the leave and the sabbatical leave will not be counted as a period of vacation for those in twelve-month appointments.

Applicants will be selected by the Board on the merit of the sabbatical project in accordance with the provisions of this policy. The Board of Trustees will include in the College budget sums of money sufficient for at least one sabbatical leave per budget year.

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

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

**19.1 Definitions** When used in this Part: The term "calendar year employee" will mean any UFP member having a twelve (12) month professional obligation.

Members who are approved for leave under the guidance of FMLA, ADA, Pregnancy, Disability, or other types of leave will run their leave benefits accruals concurrently with approved leave. Members may request to take unpaid leave with the Vice President or senior-level administrator. All unpaid leave must be approved by the Vice President or delegate in consultation with the Office of Human Resources. Leave that is based on jury duty or military duties are the exception.

The Vice President, or senior-level administrator, or their designee may request a certificate in any case where they considers it warranted. Failure to submit proper proof of illness when required to do so will result in the absence being considered time off without pay and may lead to disciplinary actions, including and up to termination.

**19.2 Vacation Leave for Calendar Year Employees**

**19.2.1 Accrual of Vacation Credit:**

Calendar year employees serving on a full-time basis will accrue credits for

vacation leave at the rate of one and three-quarters days per calendar month which shall be credited on the 16<sup>th</sup> of each month. In addition, calendar year employees will be entitled to an additional day of vacation leave for each of the following holidays on which the employee is required to work:

New Year's Day	Martin Luther King Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas	Weekdays between Christmas and New Year's Day

If a listed holiday falls on a Saturday or a Sunday, the previous Friday, or the following Monday, respectively, will be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day. If a holiday occurs on a weekend where the prior Friday (for a Saturday) or subsequent Monday (for a Sunday) is a holiday, the weekend holiday becomes a floating holiday that must be used within a 12-month period.

Professional members who are required to work on a holiday shall be given the option of electing to be paid time and one-half for the day(s) they are required to work instead of accruing a floating holiday.

**19.2.2 Accumulation of Vacation Credit:**

Vacation leave credits pursuant to this title in excess of their (30) days will not be permitted.

**19.2.3 Use of Vacation Leave Credit:**

Vacation leave will be taken at such time as may be approved by the UFP member's direct supervisor. Vacation leave credits shall be taken in .25 (or ¼) day increments.

**19.2.4 Charges:**

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

**19.3 Vacation Leave for Other Employees**

**19.3.1 Other Employees:** No vacation leave will be granted to any other professional UFP employee in addition to the time during which they are permitted to be absent in



any calendar year by reason of the terms of their annual professional obligation. No such employee will accrue credits for vacation leave.

#### **19.4 Sick Leave**

**19.4.1 Accrual and Accumulation of Sick Leave Credits:** All UFP members in the professional service, other than those on leave without salary pursuant to this Agreement, will accrue credits for sick leave at the rate of one and one quarter days per calendar month which shall be credited on the 16<sup>th</sup> of each month. Those on leave without salary pursuant to this Agreement will accrue credits for sick leave at the College provided, however, that accumulations of sick leave credits in excess of one hundred and eighty (180) days for calendar year employees and one hundred and sixty- five (165) days for all other UFP members pursuant to this section will not be permitted.

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

#### **19.4.2 Other sick leave Credit:**

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

#### **19.4.3 Authorization by Chief Administrative Officer:**

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

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

**19.4.3.3** The President or their designated officer will permit UFP members to use a maximum of five (5) days of accumulated sick leave credits per academic year as may be available to them by reason of accruals pursuant to the preceding section of this title as may be required by such UFP member in order to care



for an immediate family member due to illness. The term "immediate family" will mean spouse, parents, parents-in-law, children, brothers, sisters, grandparents, grandchildren, stepparents, stepchildren, foster parents, adopted or foster children, guardianship relationships, and domestic partners.

19.4.3.4 UFP members may volunteer to donate sick time to another UFP member who has exhausted their own sick and contractual time.

**19.4.4 Sick Leave without Salary:**

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

**19.4.5 Authorization by the Board of Trustees:**

The Board of Trustees after receiving the recommendation of the President, may grant UFP members such sick leave, in addition to that provided by subdivision D of this article, if any, as it may determine, with or without salary.

**19.4.6 Use of Sick Leave:**

For the purpose of this title, no charge to sick leave will be made with respect to a day during any period of absence for sickness during which a UFP member would not have otherwise been required to work. Sick leave credit shall be taken in .25 (or ¼) day increments. For the purpose of calculating leave usage, the workday will be assumed to be eight (8) hours and employees should use that standard in calculating leave deductions.

**19.4.7 Substitute Service:**

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

**19.4.8 Reporting Sick Leave:**

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

**19.4.9 Payment for Unused Sick Leave:**

19.4.9.1 Upon written notification to the College by a UFP member not later than May

1 that such UFP member intends to retire during the next College fiscal year (in accordance with the terms of the retirement system of which such UFP member is a member, the College will pay such UFP member together with the final payroll distribution upon retirement a sum equal to 50% of such UFP member's accumulated sick leave credits multiplied by such retiring UFP member's daily rate of pay. (Calendar year employees' annual base salary will be divided by 262; all other UFP members' annual base salary will be divided by 218. The payroll office will adjust such daily rate of pay as may be required by annual calendar changes). The retiree will have the option of receiving a lump sum payment or three equal payments on an annual basis for the total amount accrued.

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

#### 19.4.10 Sick Leave Bank:

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

19.4.10.2 All unit members join the Sick Leave Bank by initially contributing pro-rata number of days of accumulated sick leave to the bank.

19.4.10.3 The maximum number of days in the Sick Leave Bank at any time will be one hundred fifty (150) days.

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

#### 19.4.10.5 Procedure

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

available for use.

- 19.4.10.5.2 No other contributions will be made until such time as the number of days available in the in the Sick Leave Bank is fifty (50) days.
- 19.4.10.5.3 Additional contributions to the Sick Leave Bank after the initial contribution establishing the Sick Leave Bank will be made by new members of the bargaining unit's contribution two (2) days after completing six (6) months of continuous employment.
- 19.4.10.5.4 Any unit member who has accumulated sick leave to a maximum of one hundred sixty-five (165) days (ten-month employees), one hundred eighty (180) days (twelve-month employees) on August 31 of any year will continue to accrue one and one quarter days sick leave per month in the ensuing fiscal year. In the event of illness, an employee will use the current fiscal year sick leave accruals first before accessing their accumulated sick leave from prior years.
- 19.4.10.5.5 On August 31 of each fiscal year, all excess sick leave accruals for the fiscal year for employees who have reached the maximum sick leave accumulation in an earlier fiscal year and continue to maintain the maximum accumulation permitted will be used to replenish the Sick Leave Bank to a maximum of one hundred fifty (150) days. Any remaining excess accruals beyond that number of days required to replenish the Sick Leave Bank will be reduced to zero.
- 19.4.10.5.6 In the event the aforesaid excess sick leave accruals available on August 31 of any year are of an insufficient number to replenish the Sick Leave Bank to the maximum number of one hundred fifty (150) days, the Sick Leave Bank Committee will look to all unit members to contribute a pro-rated share of the number of sick leave days needed to replenish the Sick Leave Bank from the members' sick leave accruals in the succeeding year.
- 19.4.10.5.7 The Sick Leave Bank will be administered by a committee of administrators appointed annually by the College President and two unit members, one each appointed by the President of the UFP and CADA. The committee will designate one of its members the secretary to whom applications will be submitted and who will contact committee members and schedule meetings to review applications. In the event the committee is unable to reach a consensus on any application, the College President will review and respond to the application.

- 19.4.10.5.8 A member who is suffering from a prolonged or disabling injury or physical/mental illness, has been employed at the College for a minimum of six (6) consecutive months, and is a member of the UFP or CADA, will be eligible to apply to the Sick Leave Bank after he/she has exhausted their accumulated sick leave.
- 19.4.10.5.9 Application for Sick Leave Bank benefits will be made in writing to the Sick Leave Bank Committee. The application will include medical certification of the nature and duration of the disabling condition.
- 19.4.10.5.10 The committee will provide the applicant a written response to the application within ten (10) business days of receipt of the written application. In making a determination, the committee may require eligible employees to be examined by an independent medical examiner(s), the cost of which will be borne by the applicant.
- 19.4.10.5.11 The Committee may grant a maximum of twenty (20) days per application to a maximum of one hundred (100) days (five separate applications) for any one illness. The President has the authority to overrule the number of days granted by the committee and issue a final number of days not to exceed twenty (20) days per application to a maximum of one hundred (100) days (five separate applications) for any one illness.
- 19.4.10.5.12 The determination of the Sick Leave Bank Committee or the College President regarding any application is final and is not grievable under the grievance procedures of the UFP or CADA agreement.

#### **Article 20: Leave for Jury Duty or Military Service**

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

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



## **Article 21: Professional Leave without Salary**

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

## **Article 22: Pregnancy Related Disabilities**

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

## **Article 23: Disability Leave**

Where a UFP member receives compensation under the Workers Compensation Law on account of disability, they will elect in writing whether they desire to have sick leave with pay during such disability. If they so elect, they will, for the period of their disability, not exceeding their accumulated sick leave time, be paid the difference between what they received as compensation and their regular rate of pay. The time during which they are so paid will be deducted from their accumulated sick leave time.

## **Article 24: Personal/Bereavement Leave**

### **24.1 Personal Leave**

Four (4) days of personal absence will be permitted to a UFP member, each academic year, provided that such UFP member has made arrangements to have their duties performed in their absence and has so notified their immediate supervisor in advance of the absence. For UFP members hired mid academic year, the number of personal days allotted will be based on the number of remaining quarters in the academic year. Personal days are to be used in .25 (or ¼) day increments and do not carry-over each academic year. In addition, upon advance notice to and written approval by the division/school Dean, UFP members may absent themselves at other times to attend to personal matters without loss of salary.



## 24.2 Bereavement Leave

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

## **Article 25: Medical and Hospitalization Insurance**

25.1 The College is a participant in the Schenectady County Employee Health Care Plan providing all eligible employees and their families the coverage provided by such plan. Medical insurance is defined as health insurance, dental insurance, and optical insurance. The intent of this agreement is that the College will provide identical coverage to that provided to County employees with identical contribution rates and copays.

### 25.1.1 Cost Sharing

The College will continue to participate in said Plan with the cost of said participation being shared as follows:

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

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

25.1.1.3 Any employee hired by the College on or after August 31, 2012, who is eligible for coverage under the County Health Plan, will pay to the College, via payroll deductions in order to participate in the County Health plan, an amount equal to 10% of the full cost to the College for said health and dental coverage for individual coverage. The College will pay an amount equal to 90% of the full cost for the said coverage. The employee will pay an amount equal to 20% of the full cost to the College for said coverage for family and

two-person coverage. The College will pay an amount equal to 80% of the full cost for the said coverage.

25.1.1.4 Any employee hired by the College on or after August 31, 2015, who is eligible for coverage under the County Health Plan, will pay to the College, via payroll deductions in order to participate in the County Health plan, an amount equal to 20% of the full cost to the College for said health and dental coverage. The College will pay an amount equal to 80% of the full cost for the said coverage.

25.1.1.5 The College will pay 100% of the cost of the vision plan offered by the College.

#### 25.1.2 Plan Options

The following are the health care plans and options offered to UFP members under the Schenectady Health County Care Plan:

For medical, hospitalization, and prescription coverage members can choose either Empire Preferred Provider Organization for medical and hospitalization with Schenectady Meds II for prescription coverage or the MVP plan for medical and hospitalization with Schenectady Meds II for prescription coverage; dental coverage is provided through the Empire Dental plan; and vision care is provided through the Davis Vision plan.

Schenectady Meds I was eliminated for all employees on January 1, 2022. Effective December 13, 2021, retirees and spouses enrolled in the MVP Gold Anywhere and MVP Gold Anywhere Custom 10 PPO plans will be moved to the MVP USA Care PPO plan(s) because MVP is discontinuing the Gold Anywhere plans.

#### 25.1.3 Copays

In addition to the copays set by the existing health plans, the following health care changes will be effective September 1, 2015;

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

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

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

25.1.3.4 Effective December 13, 2021, the Urgent Care visit Copay in the Empire Preferred Provider Organization (PPO) plan increased to \$30.

25.1.3.5 Effective December 13, 2021, for Prescription Drug Plan Schenectady Meds II, the copays will be \$5 generic, \$20 Preferred Brand, \$40 Non-Preferred Brand at retail and two times copay for 90-day supply by mail.

25.1.3.6 The College will institute a Step Therapy Program for the Prescription Drug Plans.

#### 25.1.4 Waiver

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

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

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

### **Article 26: Tuition Assistance**

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

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

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

#### 26.4 Distribution

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

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

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

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

#### **Article 27: Uniforms**

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



## **Article 28: Special Assignments**

A faculty member assigned a special assignment will receive compensation consistent with the overload rate for that portion of a credit hour of teaching to which the assignment is deemed equivalent as determined by the Vice President for Academic Affairs.

A professional staff member may be assigned a temporary stipend for additional job responsibilities for a specific period of time not to exceed one year. All temporary stipends must be mutually agreed upon between the employee and the Vice President, approved by the College President with final approval from the College Board of Trustees.

## **Article 29: The Development and Teaching of Distance Learning Courses**

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

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

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

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

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

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



following:

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

**29.2.1.1 Course Syllabus and Outline Information:**

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

**29.2.1.2 Class Community:**

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

**29.2.1.3 Learning Modules:**

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

**29.2.1.3 Evaluation Tools:**

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

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

**29.2.3 Faculty should reply to students within 24 hours, but no longer than 48 hours during the work week and within 72 hours on the weekends. The exceptions to this are when UFP members use contractual time; in exceptional cases, the expectation will apply upon their return to regular work hours. In such exceptional cases, the**

students and Dean must be notified.

- 29.3 Up to three (3) online courses may be taught for load in any given semester. An additional online course may be taught as an overload in the fall and spring semesters. Faculty may teach up to two online courses during summer sessions. (NOTE: Winter-term courses are taught as an overload for the spring semester).
- 29.4 A distance learning course will not be assigned to a faculty member without their consent.
- 29.5 Each faculty member assigned an online course will be provided an opportunity for prior training in the appropriate delivery system.
- 29.6 A faculty member teaching an online course for load (of at least three (3) credits) may reduce their contracted office hours by one hour. Any office hour reduction will be devoted to interaction with students in the online course.
- 29.7 The enrollments in online courses will be consistent with the scheduling guidelines as established by the Vice President for Academic Affairs in conjunction with the academic departments and Continuing Education. The class size for an online course will be established prior to faculty assignments. Compensation for distance learning courses will be in accordance with the current Agreement.
- 29.8 The College will provide the software necessary to offer online courses and will provide support on instructional software consistent with College procedures.
- 29.9 The College will provide hardware/software support for online courses consistent with the corresponding support for courses offered on campus.
- 29.10 Each faculty member teaching an online course will provide a copy of the syllabus and a portfolio of materials used in the course to the appropriate supervisor upon completion of the course. Online assignments will be addressed, in collaboration with the supervisor, in the annual evaluation process.
- 29.11 A written summary will be created, detailing the intellectual property rights of the instructor and of the College and any level of compensation flowing from the application for the principles summarized above. Copies of the summary, signed by the instructor and the Vice President for Academic Affairs will be provided to the instructor, the offering department, the Vice President for Academic Affairs, and any other College officials deemed appropriate. An inventory file of summaries will be available in the Office of the Vice President for Academic Affairs.

## **Article 30: Grievance Procedures**

### **30.1 Personal Grievance Procedure**

#### **30.1.1 Definition**

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

#### **30.1.2 Procedures for Handling Personal Grievances**

##### **Step 1(a)**

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

##### **Step 1(b)**

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

##### **Step 2**

If the grievant is not satisfied with the determination made at Step 1, they may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if they so desire, may request the appointment of an ad hoc committee for the sole purpose of fact finding. The committee is to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the UFP, and a third member to be chairperson mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President will meet with the grievant or their representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President will issue a written determination and send it to the grievant. There will

be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

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

### 30.1.3 Representation

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

### 30.1.4 Time Limits

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

### 30.1.5 Grievance Forms and Records

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



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

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

## 30.2 Contract Grievance

### 30.2.1 Definition

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

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

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

30.2.2 The Contract Grievance Procedure will be as follows:

#### 30.2.2.1 Step 1

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



#### **30.2.2.2 Step 2- President**

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

#### **30.2.2.3 Step 3- Review Panel/Single Third Party**

- 30.2.2.3.1** If the grievant is not satisfied with the decision at Step 2, the grievant may submit the grievance to arbitration by written notice of the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single Third Party, except that upon the written request of either party upon the other in the initial demand for arbitration or within five (5) days after the demand has been made for arbitration by the other party, such arbitration will proceed before a three-member Review Panel. The single Third Party will be mutually agreed upon or selected in the same manner as the third panel member in the absence of agreement by the parties.
- 30.2.2.3.2** In the case of a panel, the UFP and the College will each select one member of the panel. The two selected members will meet to determine a mutually agreeable third panel member. If a member elects to go to arbitration, a single arbitrator, chosen from PERB, will decide the case.
- 30.2.2.3.3** Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairperson and will obtain a commitment from them to serve.
- 30.2.2.3.4** In the case of a single Third Party, or should the parties fail to agree on a third member in the case of a panel proceeding, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- 30.2.2.3.5 The Review Panel/Third Party will hear the matter promptly and will issue a decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of the transcript of hearing. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.
- 30.2.2.3.6 The Review Panel/Third Party will have no power to add to, subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; will confine the decision solely to the interpretation of this Agreement; and will not require either party to do or refrain from doing an act beyond their, its, or their powers.
- 30.2.2.3.7 The Review Panel/Third Party will consider only the precise issue submitted and will have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.
- 30.2.2.3.8 Either party may request that a verbatim record of the proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party will bear the cost of such transcript.
- If the Review Panel/Third Party requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.
- 30.2.2.3.9 The decision in the case of a Panel proceeding will be signed by a concurring majority. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.
- 30.2.2.3.10 If either party, within fourteen (14) calendar days after the panel's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the panel.
- 30.2.2.3.11 Unless the decision of the panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.

30.2.2.3.12 The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure will constitute a contractual bar to further processing of an alleged grievance and such grievance will be deemed waived and abandoned.

### 30.2.3 Grievance Forms and Records

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

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

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

## **Article 31: Academic Freedom**

Academic freedom is the freedom to teach, both inside and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Full-time Faculty and Professional Staff are entitled to this full freedom, as it pertains to their areas of expertise and as it relates to their disciplines. This freedom applies equally to assigned course material, recommended course material, library material, invited speakers, the fine arts, and the performing arts. Academic freedom also encompasses the freedom to address any matter of institutional policy or action, whether or not an issue of institutional governance.

Full-time Faculty and Professional Staff have the freedom to address the larger community with regard to any social, political, economic, or other interest. Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the institution.

The freedoms enumerated in this policy apply without institutional discipline or restraint.

## **Article 32: Association Rights**

- 32.1 UFP members and their elected or appointed official representatives will be permitted to transact official UFP business pursuant to Article 14 of the Civil Service Law on College Property. The UFP may utilize the college's duplication equipment, interoffice mail, telecommunications, and internet/email system for the purpose of contractual business, negotiations, grievances, scheduling meetings, and community service projects. The College President will designate the person to whom requests to conduct official UFP business will be made.
- 32.2 In order to facilitate the administration of the contractual obligations contained herein for all UFP members, as well as to interact appropriately with the Administration, to represent the College/UFP members at professional events, and to conduct essential UFP business on the local, state, and national levels, the UFP member holding the Office of President of the Union of Faculty and Professionals will receive 1 course reduction (3 credits) per semester. In the case the President is a professional staff member, they will receive 2 hours of release time per week during the academic year. Both parties will make every effort to have any meetings, hearings, and proceedings scheduled so as to minimize disruption of classes and scheduled College activities.
- 32.3 The UFP, or its representatives, may also request permission, or the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The UFP agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the UFP of such space and equipment.
- 32.4 The parties agree that the Employer is responsible for maintaining a safe and healthy work environment.

## **Article 33: Legislative Action**

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

## **Article 34: Severability**

If any provision of this agreement or any application thereof to any employee or group of employees will be determined to be contrary to law by a determination of any court of governmental agency or will have the effect of loss to the College or State of Federal funds, then

such provision or application will be null and void, but all other provisions or applications will continue in full force and effect. At the option of either party, negotiations will be immediately undertaken with respect to a substitute for such provision or application of the agreement found to be invalid.

**Article 35: Duration of Agreement**

The term of this Agreement will be from September 1, 2020 through August 31, 2026.

**Article 36: Preparation and Distribution of Contract**

A copy of this agreement will be provided electronically to each UFP member by the College.

**Article 37: Conclusion of Negotiations**

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



## Schedule A

Assistant Director of Career Services  
Academic/Admissions Advisor I, II  
Academic Computing Specialist I, II  
Assistant Director of Admissions  
Assistant Director of Financial Aid  
Assistant for Academic Services  
Assistant for Workforce and Community Education  
Assistant Librarian I, II  
Assistant Professor  
Assistant Registrar  
Associate for Academic Services  
Associate for Continuing Education  
Associate Director for Academic Computing  
Associate Director of Admissions  
Associate Director of Financial Aid  
Associate Librarian  
Librarian  
Associate Professor  
Athletic Director I, II  
Coordinator, ADA Transition Services I, II  
Coordinator, Career and Employment Services I, II  
Coordinator of Instructional Technology I, II  
Coordinator for Multicultural/Educational Opportunity Programs I, II  
Counselor I, II, III, IV  
Financial Aid Advisor  
Graphic Designer  
Learning Resource Specialist I, II, III, IV  
Network Specialist  
Non-traditional Career Advisor  
Public Relations/ Publications Specialist I, II  
Senior Technical Assistant  
Senior Technical Specialist  
Teaching and Learning Specialist  
Technical Assistant  
Technical Specialist

## Schedule B

### Categories

For the purpose of establishing an appropriate salary Schedule, all full-time professional staff members will be assigned to categories as follows:

#### Category A

Technical Assistant

#### Category B

Senior Technical Assistant

Technical Specialist

#### Category C

Academic/Admissions Advisor I

Academic Computing Specialist I

Assistant Director of Academic Advisement and Retention

Assistant Director of Admissions

Assistant Director of Financial Aid

Assistant for Academic Services

Assistant for Continuing Education

Assistant Librarian I

Assistant Registrar

Coordinator for ADA Transition Services I

Coordinator for Testing Center

Coordinator of Career and Employment Services I

Coordinator for Multicultural/Educational Opportunity Programs I

Counselor I

Financial Aid Advisor

Learning Resource Specialist I

Non-Traditional Career Advisor

Public Relations/Publications Specialist I

Senior Technical Specialist

Student Activities Advisor

#### Category D

Academic/Admissions Advisor II

Academic Computing Specialist II

Assistant Librarian II

Coordinator of Career and Employment Services II

Coordinator of ADA Transition Services II

Coordinator of Multicultural/Educational Opportunity Programs II

Counselor II

Graphic Designer II  
Learning Resource Specialist II  
Public Relations/Publications Specialist II  
Tutor Coordinator

Category E

Associate for Academic Services  
Associate for Workforce Development and Community Education  
Associate Director for Academic Computing  
Associate Director of Admissions  
Associate Director of Financial Aid  
Associate Librarian  
Coordinator of Instructional Technology I  
Counselor III  
Learning Resource Specialist III  
Teaching and Learning Specialist

Category F

Coordinator of Instructional Technology II  
Counselor IV  
Learning Resource Specialist IV  
Librarian

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

The Union of Faculty and professionals has executed this Agreement by virtue of the authority granted by its membership's ratification vote on January 12, 2022.

The Board of Trustees of the SUNY Schenectady County Community College has executed this Agreement by virtue of the authority granted by Resolution No. 22-11, dated January 24, 2022.

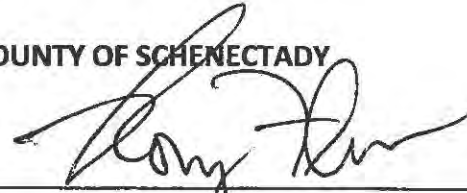
The Schenectady County Legislature has executed this Agreement by virtue of the authority granted by Resolution No. \_\_-22, dated February 8, 2022.



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County Attorney

COUNTY OF SCHENECTADY



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Rory Fluman, County Manager



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College Attorney

**SUNY Schenectady County Community College  
BOARD OF TRUSTEES**



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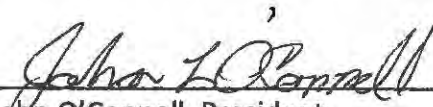
Ann Fleming Brown, Chair



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Dr. Steady H. Moono, President

**UNION OF FACULTY AND PROFESSIONALS**



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John O'Connell, President

