

PREAMBLE

This Agreement seeks to promote and assure the most effective and orderly relationship between the County of Suffolk, the sponsor of the College, the Board of Trustees, and the Faculty Association of Suffolk County Community College ("the Association). The Agreement is entered upon to enable the professional employees represented by the Association to take an active role in the development of Suffolk County Community College so that the high caliber of public education may be maintained and enhanced.

ARTICLE I

Recognition

The Faculty Association has been recognized as the exclusive representative of Employees within the bargaining unit designated as Unit III on Board of Supervisors Resolution No. 187-1970 and Suffolk County Legislature Resolutions Nos. 1284-1975 and 1666-76 and by certification of the Suffolk County Public Employment Relations Board. Unit III includes:

Full-time and adjunct classroom and non-classroom faculty in the following ranks:

- Professors
- Associate Professors
- Assistant Professors
- Instructors
- Specialists
- Professional Assistants (P1, P2)
- Educational Services Assistants

The Association has been extended all rights accompanying recognition in accordance with Section 208 of the Public Employees Fair Employment Act.

The Association hereby affirms that it does not assert the right to strike, to assist, or to participate in any such strike, or to impose an obligation to conduct, assist, or participate in such.

ARTICLE II
Rights of the Association and Members

A. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the laws of the State of New York or other applicable laws and regulations. The rights granted to the faculty member hereunder shall be deemed to be in addition to those provided elsewhere.

B. The Association and its representatives shall have the right to use all College facilities for meetings and other Association business provided such use does not interfere with the instructional program or normal College operations. No charge shall be made for the Association's use of the College's facilities.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that the same does not interfere with the instructional program or normal College operations.

D. The Association shall have the right to use College facilities and equipment normally made available to members of the faculty at all reasonable times when such equipment is not otherwise in use.

E. The Association shall have the right to post notices of its activities and matters of the Association's concern on a bulletin board in each building in which classrooms or faculty offices are located. The Association will have the right to use the College mail service and the faculty mailboxes for communication purposes. Such notices and communications shall deal with proper and legitimate Association business.

F. An office equipped with two desks, four chairs, two file cabinets, two book cases, and a private phone paid for by the Association shall be made available for the use of the President of the Association for his/her Association duties.

G. The President of the College or his/her designee shall meet with the President of the Association or his/her designee at the request of either as their interests may require to discuss issues affecting the College community, but such discussion shall not be deemed to constitute negotiations.

H. The College agrees to furnish to the Association, upon request, all available information that may be required by the Association to administer this Agreement or to engage in negotiations for a new agreement at the appropriate time.

I. The College agrees to notify the Association at least two (2) weeks in advance of any administrative hearing or proceeding against a faculty member. The faculty member has the right to be represented at any such hearing. The Association has the right to be present at such hearing.

J. The rights granted to the Association hereunder shall not be afforded to any other employee organization with respect to Unit III except as may be required by applicable law.

K. Non-credit courses including, but not limited to, contract courses shall not be considered bargaining unit work; e.g. ESL and continuing education courses, etc. Non-credit courses which are prerequisites for academic programs shall be considered bargaining unit work; e.g. MA01, EG05, EG10, etc.

L. All provisions of this Agreement including, but not limited to, wages, hours, terms and conditions of employment, shall be applied in a manner that is not arbitrary, capricious or discriminatory with respect to race, creed, religion, color, national origin, age, sex, marital status, physical handicap, political party or sexual preference.

M. **Personnel Files**

1. The official personnel file shall be kept on the full-time faculty member's home campus. The Administration shall designate a home campus for each adjunct.
2. Except for pre-employment information marked confidential when received, individual personnel files shall be open to the individual faculty member with the right to reproduce any and all documents open to him/her. The following documents shall appear in each faculty member's personnel file:
 - a. Application for employment with placement records (if any) and transcripts of academic record not marked confidential;
 - b. Copies of all evaluation reports and recommendations concerning the faculty member's professional competence at the College;
 - c. Copies of all annual contracts and continuing appointment contracts where applicable.
3. Medical records, which shall consist of sick leave documentation, physician reports relating to workers' compensation claims, and other material of a similar nature, will be sent to the Office of Human Resources, where they will be maintained in a separate secure file. Faculty members shall have the same right of access to these separately maintained files as permitted under paragraph 2, above.
4. Documents placed in a faculty member's personnel file shall be limited to matters relating to his/her employment at the College.
5. No document shall be placed in any faculty member's personnel file without the faculty member being notified in writing and (except pre-employment documents marked confidential) offered the document for signature. If signed by the faculty member, such signature shall not be construed as approval or disapproval of its contents.
6. A faculty member shall have the right to respond to any material filed in the personnel file and his/her response shall be attached to the filed copy.

7. All documents in the personnel file filed subsequent to September 1, 1980, shall be dated and numbered sequentially.
8. All unsigned communications shall be destroyed.
9. No documents related to the academic grievance procedure, the sexual harassment grievance procedure, or the student disciplinary hearing procedure may be placed in the personnel file of a faculty member unless and until an unfavorable finding has been made against the faculty member.
10. Dated documents shall be placed in a faculty member's personnel file no later than six (6) months following receipt by the Administration.
11. Any documents containing unsubstantiated or false allegations against a faculty member as determined by mutual agreement of the Administration and Association shall be removed from the personnel file.
12. The only documents that shall be used as the basis for reappointment, evaluation, promotion, continuing appointment, discipline, suspension, or discharge are those that are in the personnel file and accessible to the faculty member.
13. A faculty member shall be notified in writing prior to his/her personnel file's being examined by a requesting agency/organization. In the event a blanket request is made, the Faculty Association shall also be notified.

N. The President of the Association or his/her designee, upon written request, shall be permitted to be present at Board of Trustees meetings, except during executive sessions, and be afforded the opportunity to address the Board.

O. Subject only to overload obligations, librarians, counselors, specialists and professional assistants who are members of the Faculty Senate and its committees, the Academic Assembly and its committees, the Congress and its committees, the Faculty Association, the College Personnel Committee and the Association Negotiating Committee shall be permitted to attend meetings of such bodies, if advance notice is given and if meetings are scheduled during common hours or outside the fall and spring semesters. Only one (1) representative in each of the above categories shall be released to attend committee obligations, except for College- and Campus-wide elected Faculty Association officials. Faculty in these three categories shall be permitted to attend Faculty Association general membership meetings when scheduled during common hours.

P. Up to ten (10) business days each year shall be provided the Association for official business.

Q. The Association shall have available a total of thirty-nine (39) credit hours of released time per semester for distribution by the Association, at its option, to Association officers and representatives upon prior notice to the College. The Faculty Association shall reimburse the College, at the adjunct assistant professor rate, for three hours of such release time.

1. Three (3) credit hours shall be utilized for the Association representative on the Labor Management Committee of the Employee Medical Health Plan of Suffolk County.
2. Three (3) credit hours shall be utilized for the Association representatives designated to coordinate the evaluation of tenured faculty for the Association.

R. The Faculty Association shall be notified of any additional release time granted by the Administration to Unit III members within ten (10) working days after the granting of reduced load.

S. All committees established in accordance with the Collective Bargaining Agreement shall be deemed to be advisory in nature.

ARTICLE III
Deductions for Professional Dues

A. The Comptroller of the County of Suffolk shall deduct from the salaries of the faculty members dues or agency fees as said faculty members individually and voluntarily authorize the deductions in writing for the Association, and shall transmit all such monies to the Association.

B. The Association shall certify to the County Comptroller, in writing, the current rate of its membership dues and agency fee. If the Association changes the rate of its membership dues and/or agency fee (but not more than once per semester), it shall give the County Comptroller thirty (30) days' notice prior to the effective date of such change.

C. Deductions referred to in Section A above shall be made in the following manner: The membership dues and agency fees for the Association, certified as mentioned above, shall be deducted in approximately equal installments beginning no earlier than October 1 of each year.

D. Authorization for dues deductions shall be submitted at least three (3) weeks prior to the date that deductions shall begin in each semester.

E. The County Comptroller shall transmit to the Association biweekly the amount so deducted. Each transmittal shall be accompanied by a listing of the members' names and social security numbers for whom deductions have been made and the amount deducted for each. Additions or deletions to the payroll list occurring between deduction periods should be noted with the remittance, including the person's name, social security number and effective date of the change.

F. An employee may withdraw his/her dues authorization only by written notice received by the County Comptroller and Association. In the event a faculty member withdraws his/her dues authorization, he/she shall be assessed an agency fee, the current rate for which shall be certified in writing to the County Comptroller by the Association. The agency fee shall also be paid through payroll deduction.

G. All dues deductions forms submitted to the Comptroller shall remain valid until a member chooses to withdraw his/her authorization.

H. The County Comptroller shall deduct NYSUT VOTE/COPE contributions from the salaries of faculty members who individually and voluntarily authorize the deductions in writing. The County shall transmit all such monies directly to NYSUT VOTE/COPE as deductions are made. Such contributions forwarded to NYSUT VOTE/COPE shall be accompanied by the following information:

1. Names of contributors;
2. Amount of each listed contributor's individual contribution, identified to the particular contributor's credit;
3. NYSUT local number;
4. Contributor's Social Security number;
5. Contributor's telephone number.

I. The County will cooperate in making available to employees a salary reduction plan for tax sheltered annuity and deferred compensation contracts with providers other than TIAA-CREF.

J. If and when the County makes available payroll deductions for optional group insurance through payroll deductions, employees shall be permitted to participate on the same basis as available to other County employees.

working days prior to September 1 through the same number of working days prior to June 30, including all recess periods. The College agrees to notify librarians and counselors of the starting date of the new work year for each discipline by the preceding June 1st of each year. Counselors and librarians scheduled prior to September 1 shall be permitted to use no more than one personal day during the period prior to September 1. The use of this personal day during this period must be approved in advance by the faculty member's immediate supervisor. Full-time counselors and librarians shall have twelve (12) paid holidays each academic year as mutually agreed by the parties by June 30 of each year. There shall be no reduction during the life of this Agreement in the counseling staff except by attrition.

9. A maximum of four (4) full-time counselors/librarians may be assigned a regular load between 7:00 a.m. and 10:00 p.m. as required by a grant which stipulates the particular assignment.
10. Consistent with the needs of the College and at the request of the faculty member, flexible schedules will be considered for librarians and counselors. Scheduling problems shall not be arbitrable and shall be resolved at Stage 3 of the grievance procedure.
11. A four day work week flextime option shall be made available to Unit III non-classroom faculty (librarians, counselors, specialists, professional assistants) which shall include an internal review procedure by the President of the College or his/her designee if a faculty member's request for this option is rejected by the faculty member's supervisor. (See Appendix E, Lag Payroll Memorandum of Agreement).
12. **Coordinators of skills centers* or the cooperative education program** shall work thirty-five (35) weeks per academic year between September 1 and June 30, including all recess periods. Upon mutual agreement between the coordinator and his/her immediate supervisor, the work year may be shifted to ten (10) or fewer working days prior to September 1 through the same number of working days prior to June 30. The decision to shift the starting date of the new work year shall be made no later than the preceding June 1st of each year. Coordinators shall hold academic rank and shall be assigned one (1) three-credit hour course per semester in a discipline which is serviced by the skills center he/she is coordinating and in which he/she is deemed qualified to teach. (The coordinating position shall be considered his/her primary discipline; the discipline to which he/she is assigned to teach shall be considered a secondary discipline, except for coordinators of the Cooperative Education Program whose primary discipline shall be Cooperative Education. However, a coordinator shall have full faculty voting rights in the secondary discipline to which he/she has been assigned as part of regular duties.) During the fall and spring semesters when he/she is teaching a course, he/she shall work twenty-eight (28) hours per week in the skills center.

For the remaining five (5) weeks of his/her assigned work year, the skills center coordinator shall work 35 hours per week (*Skills centers are labs related to one or more disciplines with the purpose of providing supplemental educational resources.)

13. **Coordinators of Instructional Technology, Curriculum Development and Instructional Design**

- a. Coordinators in the above titles shall have a twelve (12) month work year, September 1 through August 31 and shall work thirty-five (35) hours per week over five (5) consecutive days with no more than eight (8) hours, including a lunch/dinner break, assigned consecutively. There shall be no restriction on when the duties can be assigned. They shall have thirteen (13) holidays per year as assigned for other twelve (12) month employees of the bargaining unit. They shall have twenty-three (23) vacation days per year plus seven (7) unscheduled holidays, scheduled with the permission of the supervisor. In the event requested vacation is denied, such time will be carried over for use in the next academic year, subject to a maximum carry over of 23 days.
- b. Coordinators in the above titles shall also have academic titles and ranks and shall be placed on the appropriate step on the instructional salary schedule, plus 20%. They shall be eligible for academic rank up to the rank of Associate Professor. The position assigned with the title indicated above shall be the discipline.
- c. Overload shall be permitted only outside of regular assigned working hours. Overload in the Coordinator title, if assigned, shall be paid at the ratio and rate established for librarians and counselors.
- d. Sabbatical options for coordinators in these titles shall be the same as those for other full-time faculty members with the exception that only one (1) member from this cohort can be awarded a sabbatical in any given year.
- e. Coordinators in these titles shall not be permitted reduction in load. However, in all other respects, the terms and conditions of this Agreement shall apply to coordinators in these titles.

14. **Professional Services Personnel.** This category of employees includes the faculty titles of specialists, professional assistants and educational services assistants. See APPENDIX C for the general job descriptions, disciplines, job categories, and educational requirements for each title, ranks of each title and the procedures for overload/adjunct assignments in these titles.

15. Full-time specialists and professional assistants shall work thirty-five (35) hours per week over a period of five (5) consecutive days and shall work no more than eight (8) consecutive hours, including lunch period, in any day. Full-time specialists and professional assistants shall have twelve (12) paid holidays each year as mutually agreed by the parties by June 30 of each year.
16. Full-time specialists and professional assistants shall be compensated on an overload basis for work done in addition to his/her basic work load, as set forth in Appendix A. In the event circumstances result in the authorized, incidental crediting of compensatory time, such time shall be used prior to the end of the academic year, or within two months of being earned, whichever is later, and shall be scheduled by mutual agreement.
17. The work year for ten (10) month specialists and professional assistants shall be at the election of the College for the discipline from ten (10) or fewer working days prior to September 1 through the same number of working days prior to June 30. Ten (10) month specialists and professional assistants shall have twelve (12) paid holidays each year as stated above, two (2) additional unscheduled days off, and not less than four (4) days at Christmas recess, and three (3) days off during the spring recess. The College agrees to notify ten (10) month specialists and professional assistants of the starting date of the new year by the preceding June 1st of each year.
18. Specialists and professional assistants on twelve (12) month appointment shall be paid an additional stipend over and above their ten (10) month base salary, both as set forth in Appendix A. They shall have thirteen (13) paid holidays as mutually agreed by the parties by June 30 for days to be taken in the next school year, plus twenty-three (23) vacation days, and in addition, shall be permitted four (4) days off during the Christmas recess and three (3) days off during the Spring recess, scheduled with the approval of their supervisors. In the event requested vacation is denied, such time will be carried over for use in the next academic year, subject to a maximum carry over of 23 days.
19. Educational services assistants are part-time employees, limited to a maximum 17.5 clock hours per week.
20. All employees covered by this agreement, who are scheduled to work shall be excused from duty on days when classes are canceled and classroom faculty are excused from attending.
21. **Reassigned Time.** Two (2) Association designees shall participate with the Vice President for Academic Affairs and the three (3) executive deans in the six (6) person advisory committee on reassigned time.
22. **High School Programs.** The Administration may initiate a reopener during the life of this Agreement regarding high school programs.

- B. **Class Scheduling.** Except in extreme emergency, classes shall not be scheduled during common hours. Upon request of a classroom faculty member and with the approval of the Dean of Faculty, a classroom faculty member shall have a four (4) or five (5) day schedule. Wherever practicable, the schedule of the classroom faculty member shall be compact.
- C. **Course Preparation.**
1. Every reasonable effort will be made to assign no fewer than two (2) course preparations, nor more than three (3) course preparations, unless the faculty member requests an excess thereof, it being understood that a preparation is any lecture, class, recitation or laboratory.
 2. Unit members are encouraged to pursue advanced degrees, engage in research relevant to their professional duties or perform in related community service projects. Whenever possible, the appropriate supervisor will arrange a schedule to accommodate unit members in these endeavors.
- D. **Distance Education.** See Appendix J.
- E. **Master Schedule.** The Vice President for Legal Planning shall furnish a copy of the Master Teaching Schedule upon request of the Association.
- F. **Class Size.** Academic governance bodies shall review and propose class size. Guidelines for reviewing and proposing class size are published in the 1990-91 Faculty Handbook and reproduced herein as Appendix H hereto solely for informational purposes only.
- G. **Office Hours.**
1. Full-time classroom faculty shall schedule and maintain four (4) office hours per week for consultation with students, except for members of the English Department, who shall schedule and maintain six (6) office hours per week. At least one (1) hour must be scheduled in a block; the remainder in periods of no less than thirty (30) minutes each. Office hours are defined as being equivalent to clock hours. Such hours shall be in addition to the faculty member's scheduled classes.
 2. To ensure availability to students, each classroom faculty member will schedule office hours reasonably distributed over his/her work week. These office hours will be scheduled for no fewer than three (3) days per week, except as otherwise approved by the faculty member's appropriate supervisor. A faculty member shall not be required to schedule office hours on days when he/she is not scheduled to be on campus for professional duties. Unit III members shall not schedule office hours during common hours.
 3. A classroom faculty member who is granted release time for fifty percent (50%) or more of his/her work load shall have a pro-rated reduction of office hours.

4. Office hour schedules shall be posted or otherwise made available to students and a copy shall be filed with the appropriate administrator.
- H. **Notification of Department Meetings.** The College shall notify adjuncts through the use of inter-office mail, and/or by e-mail, of departmental meetings.
- I. **Academic Calendar.**
1. Every academic year, a tentative academic calendar shall be prepared two (2) years in advance.
 2. The tentative academic calendar shall be submitted by the Administration to the President of the Association by March 1 of each year. Within two (2) weeks, the Association shall have the right to submit to the Administration changes and suggestions which shall be given due consideration before the final calendar is adopted. If changes proposed by the Association are not adopted, the Administration shall meet with the President of the Association to respond to the suggestions offered by the Association.
 3. The Administrative Calendar shall be provided to faculty members by the first day of classes. The final academic calendar shall be provided to faculty members by May 1 of the prior year.
- J. **Vacancies.**
1. **Presidential Search Committee.**

In the event of a vacancy of the office of the President of the College, a Presidential Search Committee shall be established by the Board of Trustees for the purpose of recommending to the Board of Trustees a candidate or candidates to be considered by the Board of Trustees for appointment to the vacancy. The College President will select one bargaining unit member from among four proposed by the Faculty Association to serve on the Presidential Search Committee in a capacity equal to that of the other members of the Committee.
 2. **Administrative Vacancies.**

Deans, Head and Associate Head Librarians, Directors, Coordinators, Administrative Assistants to the President, Division Chairpersons, and comparable titles hereafter created, are appointed by the President subject to the approval of the Board of Trustees. Prior to any such appointment, all full and part-time faculty members shall be notified of such openings by internal distribution and/or postings on the College's Human Resources' home page prior to publication elsewhere. Such notice shall include a complete job description, including remuneration offered, duties, responsibilities and a statement of required qualifications.
 3. **Faculty Vacancies.**
 - a. Unit III members shall be notified by the College of Unit III openings by utilization of individual faculty mailboxes and/or postings on the College's Human Resources' home page. Such notification shall include a statement of required qualifications and whether the vacancy is a term line. This notification will be

provided two (2) weeks in advance of publication elsewhere, except with the concurrence of the Association. The College shall notify all Unit III members by internal distribution no later than January 15 of each year of anticipated vacancies for the spring semester and by August 15 of the anticipated vacancies for the fall semester. If a position held by a faculty member on a temporary basis is being converted to a term line, and there are other temporary faculty in the discipline, the position shall be announced.

- b. Whenever an opening for a full-time position within Unit III occurs, the following procedure shall be followed:
 - 1.) The department/discipline faculty shall be notified and a joint faculty/administration search committee shall be appointed for the purpose of determining applicable academic qualifications for the position within approved academic policy, reviewing applications and credentials, interviewing candidates, and making recommendations to the appropriate dean.
 - 2.) The joint search committee shall consist of the appropriate departmental/discipline administrators and between three (3) and five (5) full-time faculty members as determined by the full-time members of the department, by mutual agreement with departmental/discipline administrators. Faculty appointments to the committee should include at least one faculty member with the specific expertise in the discipline that is the subject of the search.
 - 3.) This search committee shall forward the names of at least three (3) recommended candidates to the appropriate dean for review and recommendation to the President. If a search does not result in three successful candidates, the President may waive the requirement for three candidates. If none of the candidates is found acceptable, the President may direct that the committee reopen the search.
- c. Upon written request, interviews of available applicants shall be offered to full-time faculty, adjunct faculty and outside applicants, in such order.
- d. Every effort will be made to hire minority group members.

4. **Academic Chairs.**

- a. When a vacancy occurs for the position of Academic Chair or Assistant Chair, the appropriate Dean of Faculty shall notify members of the department/discipline at least three (3) weeks prior to the election that nominations/applications for the vacant position(s) should be forwarded to his/her office. A job description and the conditions of employment will be sent out with the call for applications/nominations for vacancy.

- b. No sooner than three (3) weeks after the announced vacancy, the Dean of Faculty shall present the confirmed faculty nominations/applications to the department/discipline and shall hold an election, by written and sealed ballot, the results of which shall be made known to department/discipline members and submitted to the President. The submission shall consist of the complete list of applicants and nominees with the final vote tally for each. At his/her discretion, the President may recommend one of these individuals for appointment by the Board of Trustees.
- c. The members of the department/discipline shall participate in an evaluation process of Academic Chairs and Assistant Academic Chairs conducted every three (3) years.
- d. The College and the FA shall establish guidelines for the methodology and substance to be utilized in this evaluation procedure.
- e. In consideration hereof, the past practice on discipline seniority for Academic Chairs and Assistant Academic Chairs shall continue.

5. **Transfers between Disciplines.**

- a. Prior written consent of the faculty member is required in all instances of assignment outside the faculty member's discipline. Faculty members shall request transfer by submitting a vita to the Dean of Faculty or equivalent administrator, who shall retain it on file for three (3) years. A faculty member may reactivate such request in response to subsequently announced vacancies by notifying the Dean of Faculty or equivalent administrator and submitting supplemental material if necessary.
- b. A full-time faculty member who has been working full-time in one discipline may apply to be considered for a vacancy/opening in another discipline but shall not have seniority rights to be appointed to the vacant position. Such faculty member shall be entitled to an interview for the position when requested in writing by the full-time faculty member applying for the vacant/open position.
- c. A faculty member who wishes to transfer to another discipline must have obtained an appropriate Masters Degree and/or the appropriate qualifications for that discipline. The faculty member shall submit his/her application for transfer to the Dean of Faculty or equivalent administrator and to the chairperson of the College Personnel Committee. The Dean of Faculty and chairperson of the College Personnel Committee shall meet, discuss and present their individual recommendations to the President or his/her designee, who may then grant the transfer.
- d. Upon transfer, the faculty member shall be observed for a period of two (2) semesters. At the end of this period, the Dean of Faculty and the Chairperson of the College Personnel Committee shall again meet, discuss and individually recommend to the President or

his/her designee. The President may permanently reassign the faculty member to the new discipline or, upon the request of the faculty member, the President may grant two (2) additional semesters for the purpose of observation. At any time during this transfer process and until the faculty member is permanently reassigned, the faculty member has the right to return to his/her previous discipline with no loss of rights or benefits.

- e. If the qualifications of a faculty member who wishes to transfer are deemed not appropriate, the faculty member will be notified and a copy of the notice shall be sent to the Association.
- f. A faculty member transferred on or after September 15, 1980, shall transfer rank, step, continuing appointment (if held) and College-wide seniority except for the following specific matters pertaining exclusively to the discipline: course or work assignments; scheduling; overload and heavy load. In these specific matters only, seniority earned within the discipline will be used, except that the transferred faculty member shall earn seniority credit at the rate of two (2) semesters of seniority for each semester served in the new discipline until such seniority credit is equal to the faculty member's total College-wide seniority. The transferred faculty member shall assume the title of the new discipline.
- g. A transferred faculty member shall retain seniority in the discipline he/she held originally.
- h. A faculty member may teach a course(s) or perform duties in another discipline if qualified as defined in paragraph "b" above, and provided there are uncovered assignments in the new discipline.
- i. A faculty member transferred prior to September 15, 1980, or covered under the provisions of Article IV, M, paragraphs 4 and 5, shall not be subject to the restrictions above.
- j. Faculty hired after January 1, 1994 on temporary appointments shall not have the right to transfer discipline or campus during their first two (2) years of such appointment. A temporary appointment shall be defined as one of the following:
 - i.) An appointment to a faculty line that is grant funded;

ii.) An appointment to a faculty line due to a faculty member being placed on a leave of absence; or

iii.) An appointment to a faculty line pending completion of a search process.

7. **Transfers Among Campuses.**

- a. A faculty member's assignment may include classes on more than one campus. A faculty member may be transferred from one campus to another. Seniority provisions shall apply to all such transfers.
- b. Faculty members may apply for a vacancy on another campus. Such transfers, if granted, shall be in accordance with Art. IV, M.

K. **Academic Freedom.** Except to the extent that it or any portion thereof may be inconsistent with or contrary to any term or provision hereof, the AAUP's Statement on Principles of Academic Freedom and Tenure (1940) is hereby adopted and made part of this agreement as Appendix B.

L. **Personnel Committees.** Peer Personnel Committees at the Ammerman Campus, the Eastern Campus and the Western Campus, and a College Personnel Committee, shall be established by the Association to make recommendations on Unit III personnel to be considered by the Administration on matters involving hiring, promotions, dismissals and continuing appointments. All college personnel who are members of Unit III or Unit IV or members of the Administrative Exempt category shall be evaluated for academic promotion by the appropriate academic peer personnel committee or, where no committee exists, by the College Personnel Committee.

M. **Seniority.**

1. Seniority shall be defined as years of service in the College; but in cases where such years of service are equal, the faculty member having the higher academic rank shall be considered as having the greater seniority; but where these two factors are equal, the faculty member having the greater number of years of service in rank shall be considered as having the greater seniority.
2. Seniority as above defined shall be the prime consideration by the Administration in reduction of staff. Seniority shall be the prime consideration in the assignment of courses, overload assignments, and assignments to registration duties, except when unusual circumstances prevail or where the College has the opportunity to assign faculty members who possess special qualifications not held by the most senior faculty member requesting the course. Challenges to such course assignments shall be resolved by a three (3) person College-wide panel whose determination shall be final and binding. This panel shall consist of two (2) representatives appointed by the President of the Faculty Association and one (1) representative appointed by the President of the College.
3. Seniority shall be a consideration among the applicants with respect to transfers among campuses with the following exception: A full-time faculty member on one campus shall have transfer rights to a

vacancy/opening in the same discipline in which he/she has been working full-time on another campus according to the transfer provision in Article IV,J,7.

4. Members of the Administration or other units appointed at any time prior to October 10, 1974, shall continue to accumulate and enjoy the rights of seniority as set forth in Nos. 1 and 2 above.
5. Members of the Administration appointed subsequent to October 10, 1974 who have never performed Unit III services at the College shall not be covered by nor enjoy the rights and accumulations set forth in Nos. 1 and 2 above.

N. **Taping.** No member shall be taped or otherwise recorded without his/her agreement and voluntary approval, unless an obligation to permit recording within the classroom arises under federal or state law.

O. **Physical Conditions.**

1. No more than four (4) full-time faculty members on the Ammerman, Western or Eastern Campus shall be assigned to one phone extension number.
2. The temperature guidelines for County office buildings shall apply in buildings on all campuses.
3. The Administration shall ensure safe working conditions as set forth in Local Law No. 7-1980, "A Local Law Establishing Standards for the Regulation of Health and Safety Conditions for the County Employees" adopted and amended by the Suffolk County Legislature.
4. Shared desk space and mail boxes shall be provided to each adjunct faculty member.
5. The College shall accommodate any reasonable adjunct faculty request for secure desk space and file drawers within the departmental area, where feasible.

ARTICLE V
Faculty Benefits

A. Salary and Assignments: Full-Time.

1. Base and overload salary for full-time faculty shall be in accordance with the schedule set forth in Appendix A. Placement on the new salary schedule will be in accordance with Appendix A.
2. Full-time faculty members, whether or not in this Bargaining Unit, shall be given first priority in evening, intersession, and summer teaching assignments, except where the College has the opportunity to employ persons who have special qualifications not possessed by College personnel. Full-time faculty members may teach three (3) paid overload courses or eight (8) overload hours, whichever is less, each semester, of which not more than one (1) course or four (4) overload hours, whichever is greater, shall be day overload assignments.
 - a. An exception to the one (1) course maximum for day overload shall be granted for a qualified faculty member who chooses to teach one CS 15 or WS 12 course on a day overload basis in addition to one day overload course in his/her discipline.
 - b. The one (1) day overload course assignment or the total number of credits assigned when the option to teach CS 15 or WS 12 is exercised shall not be more than five (5) contact hours.
 - c. Faculty members may teach a maximum of twenty-four (24) overload hours during the academic year (fall and spring semesters) and summer session. The summer session assignment period shall consist of the intersession period between the fall and spring semesters and the sessions conducted between the end of the spring semester of one academic year and the fall semester of the new academic year.
 - d. Assignments shall be based upon seniority as defined in Article IV, M.
3. With regard to the provision that permits a faculty member to teach a CS 15 or WS 12 day overload course in addition to another day overload course in his/her discipline, the Association and the College agree to study the effects of this provision after it has been implemented for three (3) semesters. The study shall be completed in the following semester, and the provision shall expire unless both parties agree to continue it.

B. Salary and Assignments: Adjunct.

1. The per credit hour salary for adjunct faculty shall be in accordance with the schedule set forth in Appendix A.
2. Subject to the provisions of A, 2 above, an adjunct faculty member will be assigned courses in any discipline in which he/she has been deemed qualified on the basis of seniority except when unusual circumstances prevail. Adjunct faculty hired after September 1, 1984, will be

assigned courses in their discipline on a basis of seniority in their discipline except when unusual circumstances prevail. If unusual circumstances prevail in the hiring of an adjunct outside the seniority list, the Administration shall notify the Association in advance of such hiring. Seniority shall be based first upon the number of semesters in which the adjunct faculty member performed Unit III services, then upon the number of courses taught or assignments covered. For adjuncts who taught before September 1, 1972, additional seniority credit prior to that date shall be based only on the number of semesters taught prior to September 1, 1972, as submitted by the Association. Adjunct seniority shall include summer session (any/all employment between graduation and the first day of fall semester) subsequent to September 1, 1980, as one (1) semester. Seniority rights shall be lost in the event the member has not taught for eight (8) or more consecutive semesters. In the event that after reasonable efforts are made to contact adjunct faculty with seniority rights, none is available, another person may be appointed to perform the assignment. In all such cases, the Association shall be advised. All adjunct faculty employed during the semester in which the catalog for the following year is prepared shall be included in the catalog.

3. Notwithstanding the provisions of A, 2 and B, 2 above, the Administration may limit an adjunct hired after September 15, 1984, to one (1) course/assignment or three (3) credit hours, whichever is greater, over the first three (3) semesters after he/she is initially hired.
4. Adjunct faculty who are subsequently hired as full-time faculty shall be given credit for adjunct teaching experience in their placement on a full-time faculty salary schedule. Thirty (30) to thirty-two (32) credit hours (or twenty-four (24) to thirty (30) in the case of English faculty) shall be considered as one year of teaching experience for the purpose of placement on the full-time salary schedule. Adjunct credit hours accrued only in credit-bearing primary, secondary and/or non-discipline courses (e.g., CS 15) at the College shall count toward placement on the salary schedule. Courses taught on a part-time basis at another regionally accredited institution of higher education shall also be added to the above computation on the basis of one (1) credit hour added for each two (2) credit hours employed in the discipline. Courses taught on a non-credit basis shall not count toward step or toward promotion.
5. (a) When an adjunct faculty member is hired full-time, he/she shall be given the rank he/she held as an adjunct, except as limited by Appendix A, 2,d.

(b) In the event that an adjunct is hired as a full-time faculty member, if the adjunct had been employed in rank for thirty (30) or more contact hours (or twenty-four (24) or more contact hours in the case of English faculty), the minimum time to be served for eligibility for full-time promotion shall be reduced by one (1) year. Only adjunct contact hours accrued in the discipline in which the faculty member has been hired to work full-time shall be applicable toward full-time promotion in rank in that discipline.

6. Each semester the Administration shall notify each adjunct of his/her rank, current assignment, and current credit hour rate. In addition, the Administration shall provide the Association with a copy of the current seniority printout used by the evening offices.
7. By August 1 of each year, each adjunct shall be informed of the cumulative number of semesters and credit hours he/she has taught.

C. **Longevity.**

1. Full-time faculty members shall receive longevity based upon the following schedule:

Years of County Service	Amount
10 - 14	\$ 850.
15 - 19	\$1350.
20 - 24	\$1850.
25 - 29	\$2200.
30+	\$2700.

2. "Service" shall mean total years of paid service at the College, except when service was immediately preceded by continuous years of service for the County. In such cases, longevity shall be calculated based upon years of service for the County immediately preceding employment at the College and total years of paid service at the College.
3. Faculty who are entitled to longevity pay on September 1 of any year shall be paid by separate check on the Thursday immediately following the first payday following January 1 of that year.

D. **Paid Leave.**

1. **Sick Leave.**

- a. At the beginning of each school year, each full-time faculty member shall be credited with a 13-day sick leave allowance to be used for absences caused by illness or physical disability of the faculty member. The unused portion of a faculty member's sick leave allowance shall accumulate indefinitely. Upon retirement, one-half of accumulated sick days, up to a maximum of 180 days paid out of 360 days accumulated, shall be paid at the prevailing salary rate.
- b. A classroom faculty member out on sick leave for more than half a semester shall be charged five (5) sick days per week against accumulated time for the period of such absence. A classroom faculty member who has worked one half a semester or more who is out on sick leave shall be charged sick days only for his/her scheduled work days missed.

- c. Faculty members shall be eligible to use up to five (5) of their sick days per year for an illness in the faculty member's immediate family (spouse, child, stepchild, parent, legal guardian, siblings) regardless of residence or for any relative living within the faculty member's household.
- d. If all accumulated sick leave has been used, extended sick leave for an illness that lasts longer than twenty (20) days shall be granted at the rate of one pay period at half-pay for each year of continuous service completed. The career aggregate of such extended pay periods shall not exceed the number of years of service.
- e. Adjunct faculty shall be permitted to take two (2) absences per course per semester without loss of pay for illness or disability unless the course meets only once per week and, in such case, only one (1) absence per course per semester shall be paid for. Adjunct specialists and adjunct professional assistants shall be permitted to take the equivalent of one week's assigned work hours per semester without loss of pay for illness or disability. Absences for personal reasons under existing contractual limits shall be mutually agreed upon between the adjunct faculty member and his/her immediate supervisor.

2. **Compassionate Leave.**

- a. On a case-by-case basis as approved by the Association and the County, a full-time member shall be permitted to contribute his/her unused sick days to another full-time member on a catastrophic sick leave who has exhausted his/her accumulated time.
- b. Guidelines for contributions under this provision are as follows:
 - i. A catastrophic illness shall be defined as an illness of grave medical seriousness.
 - ii. Any full-time member is eligible to receive or contribute sick days under this provision.
 - iii. Contributions of sick time by a member shall be totally voluntary.
 - iv. Sick days shall be exchanged under this provision at the rate of one (1) sick day contributed for one (1) sick day received, regardless of the rank or the step of either the contributing or receiving member.
 - v. Once a situation has been identified, the College will notify all full-time members of the name and approximate number of days needed by that faculty member and the date when such contributions should be made.

- vi. In the event that a faculty member on catastrophic sick leave exhausts the initial pool of contributed sick days, the Association and the County may approve an additional call(s) for sick day contributions. Subsequent catastrophic sick day pools shall be governed by the same procedures as the initial pool.
- vii. When a particular case has been approved, the College will then set up a "pool" of contributed sick days to be used solely by the faculty member to whom they were donated. The faculty member will be notified of the total number of sick days made available to him/her under this provision. In setting up a catastrophic sick leave pool, the College shall keep a confidential record of the names of contributors, the number of days each contributes, and the date on which the contributions are made. The College will make every attempt to charge contributed time equally among the contributors. For example, no one faculty member will be charged two (2) days of his/her contributed time before all contributors are charged one (1) day. Likewise, if contributed days are to be returned, the College will make every attempt to return unused contributed sick days on an equal basis. The procedures for this return process shall take into consideration the total amount of sick days contributed by a member and a particular case, the date(s) of the contribution(s) and the total number of contributed days left.
- viii. Records of such sick day contributions and disbursal shall be considered confidential, but the Association has the right to review the records.
- ix. A member may receive contributed time only as he/she needs it to continue as an active employee while he/she is on catastrophic sick leave or until he/she is determined no longer eligible under this provision.
- x. A member who receives contributions under this plan shall not receive salary in excess of what he/she would have received as base salary had he/she not been on catastrophic sick leave. Such member is not entitled to use contributed time after he/she returns to work from the extended sick leave or for his/her personal advantage other than as intended in this provision.
- xi. Matters relating to the catastrophic sick leave pool provision shall not be subject to Article VI of this Agreement.

3. **Personal Leave.**

- a. For full-time faculty, upon prior notification, personal leave shall be permitted for matters that cannot be cared for during times when they are normally off-campus. The faculty member shall make the sole determination of the use of personal leave days. Unused personal days at the end of each year shall be converted to accumulated sick days.
- b. Any use of personal leave time immediately before or after a holiday or vacation shall be subject to the prior approval of the immediate supervisor, who shall have the discretion to deny such use of personal days if the faculty member fails to demonstrate that the need for such time is for a purpose which cannot be arranged when no duties are scheduled. Such personal time shall not be unreasonably denied.
- c. Full-time classroom faculty shall be entitled to four (4) personal days per year. All other full-time faculty shall be entitled to five (5) personal days per year.
- d. A full-time faculty member who is absent from a departmental or divisional meeting called upon proper notice and not excused for other professional obligations, shall be charged one-quarter (1/4) day of the appropriate leave allowance. If other responsibilities were required during the day of the meeting, and were also missed, the charge of a full day's leave time will cover the meetings as well.
- e. On any occasion where a faculty member is absent from all or a majority of his/her normal teaching assignment, and where this absence is charged as a Union business day, he/she will also be excused for a related absence on that day in either day or evening overload classes. This same rule shall apply when a faculty member is absent due to travel at the request of the College for College business purposes.

4. **Sabbatical Leave.** Sabbatical leaves are awards made by the Board of Trustees to those eligible members of the faculty who propose projects relevant to their discipline, which will enhance their professional competence and will enrich their teaching and/or service to the institution upon their return to the College. Sabbatical leaves may be granted for one or more of the following: a comprehensive graduate program; writing a significant work for publication; doing a significant research project or dissertation that complies with the permitted purposes for a sabbatical and is within the context of professional review; developing a new curriculum or program which is consistent with college plans; or other significant academic or intellectual projects.

a. Number of Awards

- 1) Nine (9) full-year sabbaticals and nine (9) half -year sabbaticals may be awarded in each academic year.

2) For the event that fewer than nine (9) full-year sabbaticals are awarded by the Committee, the following procedures shall apply: Every two full-year sabbaticals not awarded shall be converted into one (1) half-year sabbatical. These converted sabbaticals shall be added to the number of half-year sabbaticals that may be awarded.

b. Eligibility

Full-time faculty members, including professional assistants, on continuing appointments shall be eligible for sabbatical leave after six (6) years of full-time service since joining the faculty (for a first sabbatical) or since returning from a previous sabbatical (for a second or later sabbatical).

c. Leave Period

1) The sabbatical leave shall be for a period not to exceed two (2) consecutive semesters.

2) The salary for the sabbatical leave will be at half-pay for two (2) semesters of leave or full-pay for one (1) semester of leave.

Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been placed had he/she taught in the College during such period.

3) Sabbatical leaves may be deferred by the Administration if, in the judgment of the President, the granting thereof would adversely affect a discipline or program of the College. However, if a discipline or program is staffed by only one full-time faculty member, the sabbatical leave shall not be deferred. If two or more faculty members in a discipline or program are eligible for sabbatical leave and one or more of the leaves must be deferred, the determination of whose leave is to be deferred shall be made according to seniority, or if seniority is equal, the determination shall be made by drawing lots. If a sabbatical leave is deferred beyond the end of an academic year under this provision, it shall be scheduled for the following academic year without reducing the total number of sabbatical leaves which would otherwise be available to members during that academic year.

d. Deadlines and Application Requirements

1) By September 15th of each academic year, the Sabbatical Committee shall publish a time line listing all relevant deadlines and decision dates which apply to the awarding of sabbaticals for the following academic year. The time line notwithstanding, applications for sabbatical leave for the following academic year shall be received in the Vice President for Academic Affairs' office by October 15 and acted upon by the Board by March 1 of each year.

2) Applications shall include the submission of a statement of purpose that demonstrates individual professional growth or a benefit to a College program. Individual professional growth shall be defined as pursuit of knowledge related to the faculty member's discipline or duties at the College, to the teaching profession, or to an approved retraining program. The Sabbatical Committee, by majority vote, may also require additional information from the applicant.

3) In addition to existing criteria, the applicant must demonstrate that the sabbatical proposal will involve activity at least equivalent to a full-time teaching/work load and is beyond the professional activity expected to be performed concurrent with full-time duties.

e. Faculty Obligations

1) A faculty member is expected to complete his/her sabbatical as awarded, or as modified or waived with committee approval. A faculty member granted and accepting a sabbatical who fails to complete the sabbatical as awarded, or modified or waived with committee approval, shall be required to reimburse the College for all monies paid under this provision to the faculty member during the period of said leave.

2) Upon return from sabbatical leave, the faculty member agrees to remain in a full-time faculty position for a minimum of one (1) year. Prior to the commencement of a sabbatical leave, a faculty member shall be required to execute documentation to assure repayment to the College of all costs related to the sabbatical leave in the event the faculty member does not return to the employ of the College. At the conclusion of one year of full-time service following sabbatical leave, the documentation will be returned to the faculty member.

3) Faculty members shall be relieved of the obligation to return in the event of long term illness as determined by the County Office of Medical Review or death.

f. Sabbatical Committee

1) A Sabbatical Review Committee of four (4) members appointed by the President of the Association and four (4) members appointed by the College President shall review all sabbatical applications and will make recommendations to the President of the College.

2) All sabbatical applications shall be reviewed "blindly" by the Committee. The recommendations for sabbatical awards shall be based upon merit, by majority vote of the Committee.

3) Neither the Committee, nor the President is obligated to recommend the full number of sabbaticals if there are not enough that meet the merit criteria.

4) If a sabbatical recommended by the Committee is not forwarded to the Board by the President, the President shall provide reasons, in writing, to the Committee for the omission.

5) The Board, upon recommendation by the President after receiving the recommendation of the Committee, will grant sabbatical leaves of absence for full-time faculty members, including professional assistants.

5. **Faculty Development and Retraining Leaves.**

- a. **Retraining.** Not later than December 1 of each year, the College will provide faculty members with a list of those disciplines or areas in which the College foresees the possibility of a future reduction in overall work load and/or a list of those disciplines or areas in which the College anticipates an increase in overall work load. A faculty member who wishes to retrain in one of the disciplines or areas designated for growth may apply.
- b. **Development.** Not later than December 1 of each year, the College will call for faculty to submit proposals describing a specific course of study or program of professional development designed to provide the faculty member with updated knowledge or skills in any emerging area of the faculty member's discipline or in an area of expertise within the discipline which the faculty member wishes to master. It will be the responsibility of the faculty member to describe the advance(s) in the field which make the development beneficial and the use of the faculty member will make of it in the College and classroom context.
- c. A faculty member who wishes to participate in the development/retraining program may apply for tuition assistance and/or release time. Release time granted a faculty member under this program shall not exceed twenty-four (24) credit hours for a maximum of four (4) years. Faculty granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through the SUNY and/or any other tuition assistance or scholarship program) necessary to achieve minimum qualifications, up to one hundred fifty dollars (\$150.00) per credit and seventy-five percent (75%) tuition above the amount, and up to two hundred fifty dollars (\$250.00) per course for books.
- d. A faculty member receiving release time under this provision shall not be eligible for day overload assignment.
- e. An application for assistance under this program, which shall include a statement of the courses to be pursued, shall be submitted in writing to a joint advisory committee, composed of an equal number of members appointed by the administration and the Faculty Association, not later than the March 1 prior to the academic period in which the course(s) will be pursued. (Faculty in discipline or areas of decline shall be given preferential consideration for assistance under the Retraining portion of this provision). The joint committee will meet, make its determinations, and notify the applicants by May 30 of each academic year.

f. A faculty member shall fulfill qualifications or satisfactorily complete the retraining/development work no later than forty-eight (48) months after the assistance commences and shall thereafter continue in the employ of SCC for the next four (4) academic semesters unless otherwise notified by the College.* A faculty member granted such tuition assistance who fails to obtain the minimum qualifications or satisfactorily complete retraining/development work or does not continue in the employ of the College for the requisite four (4) semesters, shall be required to reimburse the County for all monies paid under this provision to the faculty member.*

*(Barring any unforeseen circumstances beyond the control of the Faculty member.)

g. In accepting assistance through this provision, the faculty member agrees to accept assignment to a course or courses related to the expertise developed. The Administration will make every effort to make such assignment on the campus of the faculty member's choice.

h. Twenty-four (24) credit hours shall be the maximum release time the College is obligated to provide under this provision in any one (1) academic year. Additional release time may be awarded by the President on a case-by-case basis after consideration of the Committee's recommendation.

i. Funding for this development and retraining assistance program shall be provided by the County in an amount up to twenty-five thousand (\$25,000) dollars per year. At the end of each award cycle in any event no later than July 30 of each academic year, the joint advisory committee shall be provided with a full accounting report of this development fund. Based on the information in this report, the joint advisory committee shall make a recommendation to the President regarding the application of any such funds to other faculty development or retraining programs, including, but not limited to, accrual funds for subsequent cycles.

6. Adjunct Faculty Professional Development Fund. The College shall provide annual funding of twenty thousand (\$20,000) dollars to be awarded to eligible adjuncts on a first-come/first-serve basis for the purposes of professional development defined as professional conferences/purposes in an amount not to exceed three hundred (\$300.00) dollars in any one academic year. Each adjunct who has completed five (5) or more semesters of Suffolk County Community College seniority and who is teaching/working three (3) or more credits per semester is eligible for the use of these funds.

7. **Bereavement Leave.** A full-or part-time faculty member shall be granted four (4) calendar days without loss of pay in case and at the time of death in his/her "immediate family" which shall be defined as his/her spouse, child, stepchild, parent, legal guardian, siblings; two (2) calendar days without loss of pay in case of and at the time of death of his/her parent-in-law, step-parent, grandparent, grandparent-in-law, and grandchild. A faculty member is expected to notify the appropriate administrator as soon as possible regarding such leave.

8. **Pregnancy/Maternity Disability and/or Child Care Leaves.**

a. General Rules:

- i. Rules shall be granted by the Board of Trustees for maternity disability leave and/or child care in accordance with the following rules and regulations.
- ii. The employee concerned should give reasonable notification of intent to take such a leave so that arrangements may be made by the department for a necessary replacement of the employee during the period of leave.

b. Pregnancy/Maternity Disability Leave:

- i. Maternity disability shall include any disability related to the pregnancy prior to the birth of the child, disability related to childbirth, or any disability to the mother originating from childbirth after the birth of the child.
- ii. Employees absent from work due to a medically recognized maternity disability shall be entitled to receive such benefits as provided in the collective bargaining agreement with respect to any other non-occupational illness or disability.
- iii. A pregnant employee shall be allowed to continue working for as long as she is physically (medically) capable of performing all of the duties of her position.
- iv. Absences for the reasons of maternity disability and maternity-related illness, at the option of the employee, may be charged to the employee's accumulated time reserve (vacation, sick, personal, comp. time) during the period of maternity disability. An employee seeking maternity disability leave may first utilize all accumulated sick leave. At the exhaustion of such ordinary sick leave accumulation, the employee has the option of using any and all accumulated vacation time, or if the employee is still medically unfit to perform the duties of her position and has been absent from work for at least 20 work days, the employee then shall be entitled to extended sick leave at the rate of one pay period at half-pay for each year of continuous service completed, until such time has been exhausted, or until the disability ends, whichever first occurs. If the employee had not previously chosen to avail herself of accumulated vacation time, the employee then has the option, with the approval of the department head, to use such time upon completion of extended sick leave. This time may not extend beyond the time of the employee's disability.

v. No accumulated leave payment of any type may be made for absences after the eighth (8th) week after delivery unless an employee, because of illness, either related or unrelated to maternity disability, requests additional accumulated leave (except in accordance with b., iv.). Such request for additional leave payments must be accompanied by a certificate from the employee's personal physician and must be approved by the Office of Employee Medical Review. The Director of Employee Medical Review shall evaluate such certificate, and may, at his/her discretion, require the employee to submit to a physical and/or medical examination. Where the Director of Employee Medical Review and the employee's physician disagree, the Office of Labor Relations shall make a final decision, with the assistance of qualified medical personnel, which shall be binding on both parties. The employee may request that the Office of Labor Relations state, in writing, the basis of its decision.

9. **Jury or Court Service.** A full-or part-time member shall be excused from work for jury service or if he/she appears as a witness in court. Such faculty member shall be paid his/her regular salary less the fee he/she receives for acting as a juror or witness, except when serving during a week when he/she has no assigned duties.

10. **Extended Leave.** The College, at its discretion, may authorize extended leave for any of the above clauses in those cases where conditions warrant it.

11. **Leave Deductions.** In no case shall leave be deducted from vacation days or holidays unless agreed to by the faculty member.

12. **Retention of Faculty Benefits.** Any faculty member on paid leave of absence including sabbatical, shall retain all accrued benefits without exception during the periods of said leave.

E. **Unpaid Leaves of Absence.**

1. **Military Leave.** Military leave of absence shall be granted to any faculty member who is inducted or who enlists in lieu of induction in any branch of the Armed Forces of the United States. Military leave shall also be granted for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

2. **Child Care Leave.** Unpaid child care leave shall be granted for a maximum of one (1) year. Upon request, the leave may be extended beyond the one-year limit. A faculty member returning from child care leave shall be placed on the same step of the salary schedule that he/she would have occupied when he/she left on leave if he/she begins such during the first semester. Otherwise, he/she shall be placed on the next step.

3. **Other Purposes.** Faculty members may be granted up to two (2) years of unpaid leave for purposes of advanced study, exchange teaching, service in professional organizations, political activities or work in the professional area of competence. The Board of Trustees may extend such leave beyond the two (2) year period. The total number of such leaves in any one year shall not be such as to jeopardize the normal operations of the College.
4. **Retention of Benefits.** Any full-time faculty member on unpaid leave of absence shall retain all previously accrued benefits without exception, but shall not accrue additional benefits excepting only seniority during the period of said leave.

F. Admission to Courses.

1. A full-time or part-time faculty member who has served more than four (4) semesters may be admitted under a tuition reimbursement plan to any two (2) courses offered in the College per semester, provided the faculty member secures prior approval from the Dean of Faculty and successfully completes the course. Tuition for such courses shall be paid by the County.
2. The spouse and dependent children of full-time faculty who have been employed at the College four (4) or more consecutive semesters or part-time faculty who have been employed at the College eight (8) out of the last twelve (12) semesters may be admitted to courses offered by the College under a tuition reimbursement plan. (Only fall and spring semesters shall be considered in the "twelve semester" time frame for part-time faculty eligibility although summer assignments shall count toward calculating the eight (8) semesters needed by a part-time faculty member to be eligible under this provision.) Full-time faculty are entitled to a maximum of thirty (30) credits per year and adjuncts are entitled to a maximum of eighteen (18) credits per year. This reimbursement is subject to registration/enrollment requirements and successful completion of the course. Tuition for such courses shall be paid by the County. (This provision incorporates the credit hour amendments of the Lag Payroll Memorandum of Agreement, Appendix E.)
3. Except under extraordinary circumstances and when approved by the Dean of Faculty, dependent children and spouses shall not take courses taught by parents or spouses.

G. Attendance at Conferences.

1. The County agrees to reimburse a full-time faculty member for expenses up to Eight Hundred and Fifty (\$850.00) Dollars every two years for a full-time faculty member for attending one or more professional conferences of his/her choice with the recommendation of the appropriate administrative officer from September 1 to August 31 each academic year. Effective 9/02, the reimbursement for expenses shall be increased to nine hundred and fifty (\$950.00) dollars. Effective 9/04, the reimbursement for expenses shall be increased to one thousand fifty (\$1,050.00) dollars. Expense reimbursement shall be in accord with the

applicable County guidelines per conference regardless of the location of the conference or the date of application for conference attendance. Recommendation shall not be refused for a conference professionally connected to the faculty member's discipline or his/her professional responsibilities or retraining program. Permission shall not be refused for faculty members who do not have scheduled duties on the date of a conference which would otherwise be proper under the above rules. The appropriate Administrator shall have discretion to approve one or more members who have scheduled duties, if this seems desirable. If application for conference attendance is submitted at least six (6) weeks in advance of such conference, the faculty member shall receive at least two (2) weeks' prior notice from the Administration concerning the application.

2. The faculty member shall have the option to take a College car or his/her personal vehicle or travel by mass transit. Mileage claims for use of personal vehicle or mass transportation will be in accordance with County guidelines.

H. Mileage Allowance.

1. If a faculty member's full-time duties require travel assignments at more than one (1) campus (i.e., location) per day, the faculty member shall be reimbursed for the mileage between assigned locations at a rate of thirty-seven and one-half (\$.375) cents per mile. The County shall make all reasonable efforts to issue checks for mileage reimbursements with twenty-one (21) days after submission of properly executed vouchers as prescribed by the County.
2. In the event the County increases the mileage allowance for any employee group, this Agreement shall be deemed modified to reflect the increase.

I. Insurance Program.

1. Group Health Insurance.

- a. The County shall provide full family health care insurance benefits to each full-time active and retired faculty member from the several hospitalization and major medical insurance options currently offered by the County. These options include the Employee Medical Health Plan of Suffolk County (EMHP) and several health maintenance organizations (HMO) as approved by the EMHP Labor/Management Committee.

- b. The County shall pay one hundred percent of the cost for the coverage selected by the faculty member or retiree from one of the Suffolk County options up to the cost of the plan rate for coverage under EMHP. In the event that the premium rate for the selected HMO exceeds the plan rate for EMHP, the faculty member or retiree must bear the cost difference between the HMO premiums and the plan rate for EMHP. This difference will be taken as a payroll deduction for faculty on active payroll status. Retirees who choose this option must pay the difference directly by check.
- c. The County shall provide faculty members with benefits under the Employee Medical Health Plan of Suffolk County at levels simultaneously, that shall mean equal at all times in terms of benefit levels, provided by the New York State Empire Plan or its successor, as minimum coverage allowable.
- d. All past, present and future bargaining unit retirees shall be entitled to enter into individual and personal contracts with the County that shall guarantee to the retiree that the costs and levels of his/her full-family health benefits shall continue to be paid by the County for the lifetime of the retiree and his/her dependents, if applicable, at the same level and extent of such coverage for active bargaining unit members. (Incorporated from the Lag Payroll Memorandum of Agreement annexed in Appendix E.)
- e. Adjunct faculty may buy into the Employee Medical Health Plan of Suffolk County (EMHP). Adjuncts who buy into EMHP shall be charged/pay the "fund" rate, not the "plan" rate, said "fund" rate as determined by the actuarial consultant to the EMHP Labor/Management Committee and approved by that committee. (See detailed procedure in Appendix G.)

2. Liability Protection.

The County shall provide coverage under its comprehensive liability insurance for employees while acting in the discharge of their duties and within the scope of their employment.

3. Long Term Disability.

The County shall establish a long-term disability program for full-time faculty for non-job related illnesses commencing after September 1, 1989. The long-term disability benefits will commence after ninety (90) consecutive days of disability during which period accruals shall be applied. The benefit to be paid shall be two-thirds (2/3) of the employee's annual pay up to a maximum of Four Hundred Fifty (\$450.00) Dollars per week for a period of up to two (2) years. Faculty may apply accruals to supplement disability pay up to full salary. (See detailed procedure in Appendix F.)

4. **Benefit Fund.**

- a. The Faculty Association Benefit Fund, which provides welfare benefits to Unit III employees, shall be directed by Association Trustees. The contributions to this Fund shall be used for the purpose of providing benefits determined by the Trustees of the Fund.
- b. The County contribution rate per employee to the Faculty Association Benefit Fund per full-time Unit III member shall be as follows:

For academic year 2001-02: \$1,318.00
For academic year 2002-03: \$1,371.00
For academic year 2003-04: \$1,426.00
For academic year 2004-05: \$1,483.00
- c. The County shall continue to contribute ten dollars (\$10.00) per part-time Unit III member in each academic year.
- d. Upon receipt of a voucher submitted by the Benefit Fund, the County shall make in advance contributions on a six (6) month basis, with payments and reconciliation made each March 1 and September 1 thereafter. Payments will not be made until a voucher is submitted by the Benefit Fund.

5. **Pension or Retirement.**

- a. The County will continue to provide the existing pension or retirement plans afforded full-time faculty members. Faculty members shall, for a period of thirty (30) days following employment, have the right to choose between the New York State Teachers Retirement System, the New York State Employees Retirement System and TIAA-CREF Optional Retirement Program or, lacking selection, shall become members of the New York State Teachers Retirement System.
- b. Adjunct faculty shall be afforded the opportunity to join the New York State Teachers Retirement System. Only if the adjunct faculty member is a member of the New York State Teachers Retirement System shall he/she be entitled to social security coverage of his/her wages.

6. **Early Retirement Incentive**

Not later than April 2003, the parties shall meet for meaningful discussions on the feasibility of a local early retirement incentive similar to previous local contractual retirement incentives. Such incentive, if feasible, shall be implemented after April 2003.

7. **Death Benefits.**

- a. The County will assure that each full-time faculty member will have a death benefit of at least Fifty Thousand (\$50,000) Dollars so that, where a retirement or pension plan paid by the County provides less than \$50,000.00 death benefits, the County will provide the difference between the amount paid and \$50,000.00.
- b. Accumulated sick days will also be paid at the rate of one (1) day for each two (2) days accumulated up to a maximum of 180 days paid for 360 days accumulated. Vacation and personal days will be paid for at the rate of one-for-one.

8. **Workers' Compensation.**

- a. Faculty members who are injured in the course of their employment shall continue to receive their normal full salary as per provisions of the State Law for a period not to exceed thirty-nine (39) weeks. A portion of that salary, up to the state maximums, will be considered Workers' Compensation and will be taxed per federal and state tax regulations.
 - 1.) Suffolk County's Office of Insurance and Risk Management and/or the County's insurance carrier will make the determination whether such injury is compensable as defined by the Workers' Compensation Law. In the event that such determination is adverse to the faculty member and the claim is not accepted, final determination as to the acceptance of the claim and its causal relationship will lie with the decision of the Workers' Compensation Board. The provisions of this Agreement regarding full salary will be tied to the final decision of the Board. In adverse situations, faculty members may utilize all accrued leave time allowances to receive pay for days not worked because of such injury. Time allowance will be only credited to the faculty member if the Workers' Compensation Board accepts the claim as compensable. Faculty members without accruals will be removed from the payroll subject to the ½ pay provision pending a favorable decision on their claim.
 - 2.) Workers' Compensation will cease if the faculty member is able to perform a special or lesser assignment or in the event that the Workers' Compensation Board provides for a finding of reduced earning benefits without permanent disability and the faculty member has failed to appear for the special assignment. If, for any reason, the College is unable to provide special assignment in accordance with the regulations of the Workers' Compensation Board, full payment will continue per state regulation.

- b. Once a faculty member receives notification from the County's doctor and/or consulting physician, or the individual's treating physician, that he/she is capable of performing special duty, the College will make every effort to create a special or lesser assignment at the College that addresses a special need of the College and that will utilize the faculty member's expertise to address that special need under the following rules:
- 1.) While performing special duty, the faculty member shall receive his/her normal salary.
 - 2.) Special duty shall be assigned commensurate with the faculty member's injury.
- c. The Association recognized the County's right to use a County physician and/or consulting doctor as designated by the Office of Insurance and Risk Management to authorize a faculty member for special duty in accordance with the above provisions. If the faculty member's treating physician and the County doctor or consulting physician do not agree on a faculty member's ability to perform a special or lesser assignment, St. Charles Hospital and Rehabilitation Center in Port Jefferson, New York, shall be deemed the third party medical group (T.P.M.G.) that will be utilized to determine the faculty member's capability.
- 1.) The purpose of T.P.M.G. is to determine whether a faculty member who incurred an illness or injury (mental or physical) as the result of the performance of his/her duties has sufficiently recovered and is physically and mentally able for either a temporary special or lesser assignment or full duty.
 - 2.) The examining physician assigned by the T.P.M.G. shall complete a MEMBER'S CONDITION AND RESTRICTIONS REPORT, upon completion of the evaluation. The College shall assign faculty members limited to special or lesser assignments consistent with the restrictions noted on said report.
 - 3.) The examining physician assigned by the T.P.M.G., prior to making his/her determination, shall receive copies of the faculty member's diagnostic reports, x-rays, lab reports, hospital records and such other clinical evidence as the parties may deem relevant which would enable the consultants to render their own objective determination. Records may not be unilaterally submitted to the medical consultants. All records shall first be screened at a joint meeting of the representatives of both parties who will then forward said documents to the medical consulting service.
 - 4.) If the determination by the T.P.M.G. is for less than full duty, e.g. temporary totally disabled or light duty, the T.P.M.G. shall set forth a time period when the faculty member shall again be re-evaluated. The County's Medical Evaluation Unit (M.E.U.) may re-evaluate the faculty member within one month of the date of the follow-up exam set by the T.P.M.G.

- 5.) The re-evaluation by the County's ME.U. may be included in the package sent to the T.P.M.G. for subsequent re-evaluation, but may not change the faculty member's current status.
 - 6.) Appointments with the T.P.M.G. will be scheduled by the College's Office of Human Relations.
 - 7.) The Suffolk County Office of Labor Relations shall act as the liaison in settling internal disputes between the Association and the College.
- d. Should the T.P.M.G. certify the faculty member's ability to perform a special or lesser assignment and the faculty member fails to appear for such duty, the faculty member will receive a direct compensation payment and may utilize his/her accruals (sick time or vacation), pending a decision of the Workers' Compensation Board. Should the Board award a rate less than the full permanent disability rate, the decision will indicate the faculty member's capability to perform a special or lesser assignment during that period of time and no further reimbursement of accruals and/or compensation will be made. If the Board awards a full compensation rate, this will be regarded as a total disability and the faculty member's salary and/or Workers' Compensation rate or accruals will be adjusted.
- e. In the case of a faculty member whose case has been controverted by the County, where the Workers' Compensation Board has not made a final ruling and where the faculty member has exhausted all time accruals on the books, the faculty member will be granted the half-sick-leave provision in Article V, D, 1, d until a final Workers' Compensation Board decision is made, the maximum number of paid weeks of compensation under State Law, or the faculty member's entitlement to the half-sick-pay provision is exhausted, whichever comes first. Upon a final decision by the Workers' Compensation Board, all time accruals, the half-sick-pay provision and Workers' Compensation benefits will be adjusted in accordance with the ruling.

ARTICLE VI
Grievance Procedure

Section I. Declaration of Purpose.

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Trustees, the Chief Executive Officer, the Administration and the Faculty of the College is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances of faculty members free from coercion, interference, restraint, discrimination, or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section II. Definitions.

- 2.1 A **Grievance** is a claim by a faculty member, group of faculty members, the Association or by the Chief Executive Officer that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- 2.2 The term **Supervisor** shall mean any academic chair, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The **Chief Executive Officer** is the President of the College.
- 2.4 **Association** shall mean the Faculty Association of Suffolk County Community College.
- 2.5 **Aggrieved Party** shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.6 **Party in Interest** shall mean the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 **Grievance Committee** is the committee created and constituted by the Association.
- 2.8 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section III. Procedures.

- 3.1 All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

- 3.2 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the parties involved in the grievance.
- 3.3 If a grievance affects a group of faculty members, or the Association, it may be submitted directly to Stage 2.
- 3.4 The preparation and processing of grievances shall be conducted at such times as will afford all interested parties a reasonable opportunity to attend, and any employees who are present during working hours shall be excused from duty other than teaching of classes without loss of pay.
- 3.5 All parties agree to facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records, except legally privileged material concerning the alleged grievance.
- 3.6 Except as otherwise provided in Article 5.1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf.
- 3.7 In the event an official transcript is made, the party making the same shall furnish at its expense copies to the other parties to the grievance.
- 3.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be printed by the County and distributed to the members of the faculty so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10 Nothing contained herein will be construed as limiting the rights of any faculty member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.
- 3.11 In any and all cases where the aggrieved party(s) is not represented at any stage of the grievance procedure by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him/her, together with a copy in writing of his/her decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the Association simultaneously with the rendering of the decision by such hearing officer. The Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the

next higher stage of the grievance procedure.

- 3.12 The Association's Grievance Committee shall be entitled to at least four (4) calendar days' advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notices shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate and express its position and offer proof, if so advised, during the hearing on such grievances even though it does not represent the aggrieved party.
- 3.13 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his/her own choice except that, as aforesaid, if the Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing further that Stage 5 of this grievance procedure shall be available only to the Association and those aggrieved parties represented by it.
- 3.14 Any and all notices which this grievance procedure requires to be given to the Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer, or in his/her absence, to the person then in charge of his/her office.

Section IV. Time Limits.

- 4.1 Grievances will be initiated at the first available stage within thirty (30) working days after the act or condition occurred or the faculty member should have known of the act or condition on which the grievance is based.
- 4.2 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, the Association, or Administration within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.
- 4.3 In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the College term or, if not possible, such grievance can be carried over to the next academic year.

Section V. Stages of Grievance Procedure.

5.1 Stage 1 - Supervisor.

A faculty member having a grievance will, within thirty (30) working days, discuss it with his/her immediate supervisor whether directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his/her decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her

representative present. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance. If the matter is unresolved, said decision shall be in writing and rendered within ten (10) days after presentation.

5.2 Stage 2 - Dean.

If any aggrieved party is not satisfied with the decision of his/her immediate supervisor and wishes to proceed further under this grievance procedure, the faculty member or his/her representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the appropriate Dean or his/her duly authorized representative. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within ten (10) working days after the receipt of the appeal, the Dean shall set a date for a hearing and notify the faculty member and the Grievance Committee, or its representative, and all other parties in interest of said date and hearing will be commenced within ten (10) working days after receipt of the appeal by the Dean. The Dean shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.3 Stage 3 - President (Chief Executive Officer).

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative, within ten (10) working days, shall file a written appeal of the decision at Stage 2 with the Chief Executive Officer. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within ten (10) working days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee or its representative and all other parties in interest of said date and hearings will be commenced within ten (10) working days after receipt of the appeal by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.4 Stage 4 - Suffolk County Director of Labor Relations.

If an aggrieved party is not satisfied with the written decision at the conclusion of Stage 3 and wishes to proceed further under this grievance procedure, the aggrieved party or his/her representative, within ten (10) working days, shall file a written appeal of the decision at Stage 3 with the Suffolk County Director of Labor Relations. Copies of the written decision at Stage 3 shall be submitted with the appeal. Within ten (10) working days after receipt of the appeal, the County Director of Labor Relations or his/her duly authorized representative shall set a

date for a hearing and notify the faculty and the Grievance Committee or its representative and all other parties in interest of said date, and hearings will be commenced within ten (10) working days after receipt of the appeal by the Director. The Director shall render a decision in writing to the aggrieved party, the Grievance Committee and its representative within ten (10) working days after the conclusion of the hearing.

5.5 Stage 5 - Binding Arbitration.

a. If an aggrieved party represented by the Association and the Association or the Administration are not satisfied with the decision at the previous stage and the Association or the Administration determines that the grievance is meritorious, it may be submitted to the Suffolk County P.E.R.B. by written notice to the other party within ten (10) working days of the decision at the previous stage, a copy going to the County Director of Labor Relations.

b. The parties will then be bound by the New York State P.E.R.B. guidelines.

c. The selected arbitrator will hear the matter promptly within fourteen (14) working days of his/her selection, and will issue his/her decision no later than thirty (30) working days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of act, reasoning and conclusions on the issues.

d. The arbitrator shall not have the power or the authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which requires legislative appropriation of funds in addition to those required to fulfill the terms of this Agreement.

e. The decision of an arbitrator shall be final and binding upon all parties.

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

Section VI. Disciplinary Procedure.

6.1 Grounds for Discipline

The purpose of this Section is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Section, the College, or its supervisory designee, is encouraged to resolve matters informally: provided, however, such mutually agreed upon resolution shall not be construed to be a part of the disciplinary procedure contained in this Section and shall not restrict the right of the College, or the designee, to consult with or otherwise counsel faculty members regarding their conduct or to initiate disciplinary action.

No full-time faculty member who has completed his/her probationary period and has been awarded continuing appointment may be disciplined except for just cause. Discipline shall be defined as reprimands, fines, suspension with or without pay or termination. Discipline may be imposed for one or more of the following reasons: neglect of duties, misconduct, physical or mental incapacity or allegation of a crime that poses a health and safety threat to the College. The grounds for discipline of a faculty member with continuing appointment shall not be interpreted to constitute interference with academic freedom.

This Agreement contemplates that the College may find it necessary to suspend a faculty member without pay prior to the disposition of charges. Such suspension without pay may only be imposed in such circumstances in which the faculty member poses an immediate health or safety threat to the College community or in which the faculty member engages in conduct so outrageous that the President determines that it is warranted.

In all disciplinary hearings, the burden of proof that discipline is for just cause shall rest with the College. The faculty member shall have the right to an Association representative at all stages of the disciplinary procedure, including meeting with his/her immediate supervisor or other appropriate administrator in which discipline is likely to be the result.

Nothing herein shall prevent the College from reassigning a full-time faculty member with pay for a reasonable period of time pending an investigation of charges that may lead to disciplinary action.

6.2 Notices

When it becomes necessary to discipline a full-time faculty member, who is subject to any disciplinary action he/she shall be advised in writing by overnight and regular mail to the last known address on file with the College, of the charge(s) and the disciplinary action against him/her with a copy sent to the Association. Included with the charges will be notice of a meeting to take place within fifteen (15) calendar days of mailing when the charges will be discussed between the faculty member and the designated appropriate

administrator. Such notice shall also advise the faculty member of the opportunity to be accompanied by Association representatives if the faculty member chooses.

Following said meeting, the appropriate administrator may make further investigations, as he/she deems appropriate and shall forward his/her recommendation to the President for formal disciplinary action by the College. If the President believes that disciplinary action should be taken, he/she shall notify the faculty member by overnight and regular mail to the last known address on file with the College, with a copy to the Association, of the disciplinary action(s) imposed upon the faculty member.

6.3 Final disciplinary action

All disciplinary action, except for termination, shall take place as soon as practicable. Final disciplinary action for termination shall not be taken on such charges until after the expiration of forty-five⁴⁵ calendar days from the date of the notice from the President imposing such penalty. The faculty member shall have thirty (30) calendar days from the date of the notice from the President in which to file a grievance at Stage 4 of the grievance procedure of the collective bargaining agreement.

A mutually agreed to five (5) member neutral arbitration panel will be established to hear all just cause arbitrations. The members of the panel will be selected on a rotating basis. The arbitrator, as selected, shall hear, decide and render his/her decision with respect to the dispute within sixty (60) days from the date of its "submission to arbitration," except if otherwise actually agreed upon by the parties. This panel shall be reviewed annually with each party able to replace one member each year.

6.4 Abandonment

The above provisions notwithstanding, any full-time faculty member absent from work without notice to the appropriate college administrator for ten (10) consecutive calendar days when assigned duties or an adjunct faculty member absent from work without notice to the appropriate administrator for two consecutive calendar weeks when assigned duties shall be deemed to be absent without authorization. In such instances the College shall notify the faculty member by overnight and regular mail to the last known address on file with the College, with a copy to the Association, and the appropriate executive dean/vice president, that if he/she has not provided the College with documentation or an explanation for such absence and an expected date of return within an additional ten (10) calendar days from the date of such notice, the faculty member will be terminated. Notice of termination shall also be sent by overnight and regular mail to the last known address on file with the College of the faculty member with a copy to the Association and appropriate executive dean/vice president.

Following termination, under extraordinary or extenuating circumstances, the College may, at its discretion, review and accept an appeal to reverse such termination by which the faculty member shall have the burden to establish that it was not possible for him/her to notify the College of his/her absences. Such decision will not be subject to the grievance procedure.

This provision (6.4) shall not prohibit the College from instituting just cause disciplinary procedures against a faculty member.

6.5 Adjunct Due Process.

- a. After serving ten (10) semesters, an adjunct faculty member must receive two (2) administrative evaluations before being dropped from the seniority list. The second administrative evaluation is required if the peer recommendation is different from the first administrative recommendation.
- b. After serving fourteen (14) semesters, an adjunct must receive two (2) administrative evaluations. If the evaluations indicate that improvement is needed, the adjunct will be given one (1) semester to improve his/her performance. (If the recommendation to remove an adjunct from the seniority list is based on issues other than performance - e.g., misconduct, absenteeism, etc., - an additional semester will not be granted.)
- c. Removals from the seniority list based on substantive (performance) issues may be appealed up to Stage 4 of the Grievance Procedure only. Removals from the seniority list which have not followed the procedure above may be appealed to an arbitrator.
- d. Educational services assistants shall be entitled to adjunct due process rights as defined above.

Section VII. Budget or Program Curtailment.

- 7.1 If, owing to a financial exigency that should be demonstrably bona fide, it becomes necessary to reduce the number of departmental positions filled by faculty members with continuing appointment, such continuing appointment may be terminated by action of the Board of Trustees; the President of the College will, however, first explore with the College Personnel Committee ways of avoiding dismissals including, but not limited to, retraining. If such dismissals cannot be avoided, retention will be based as far as possible on academic precedence, the determination of which shall include: seniority as a faculty member at

the College, teaching proficiency, scholarship and publications, and constructive and demonstrated service to the College. If financial conditions permit any rehires within three (3) years, the College shall, before offering the position to anyone else, invite qualified excessed faculty to return in order of their College-wide seniority at the time of excessing.

ARTICLE VII
Faculty Status

A. Contracts.

1. Annual letters of appointment or letters of intent to full-time faculty shall be issued by April 1 of the first year of employment; February 1 of the next three (3) years of employment; and by December 15 of the fifth (5th) year of employment, or by May 30 for employees hired in mid-year for the first year of employment.
2. Said letters of appointment are to be signed and returned to the President within thirty (30) calendar days.
3. Full-time faculty members entering their sixth (6th) year of employment with the College shall be granted continuing appointment. Prior to being granted continuing appointment, full-time faculty members shall be considered to be on a probationary status. The termination or non-reappointment of a full-time faculty member during the first three (3) years of his/her probationary service shall not be subject to review under the grievance and arbitration procedure of this Agreement. During the next two (2) years of his/her probationary period, any termination, non-reappointment or failure to award a continuing appointment may be raised as a grievance but may not be referred to arbitration under this Agreement. In lieu of the arbitration step, the terminal step of the grievance shall be before the Board of Trustees of the College.
4. The eligibility for consideration for continuing appointment of a full-time faculty member who had prior employment with the College as a faculty member on a full-time basis and separated from service shall include the period of prior employment provided the lapse of time between the end of the prior employment and the date of most recent hire does not exceed five (5) years and two (2) months. In no event shall the application of this interpretation result in a faculty member being eligible for continuing appointment without serving two (2) entire academic years in a full-time capacity during the period immediately leading up to the effective date of the continuing appointment. This provision shall apply to a faculty member who had been granted continuing appointment effective prior to separation.
5. Full-time faculty members who transfer from another regionally accredited institution of higher education wherein tenure was achieved may be granted continuing appointment after two (2) years of employment with the College.

B. Grant Funded Positions.

1. Full-time faculty members who are employed in positions that are funded by a grant or "soft money" shall be employed for periods concurrent with the grant award or any extension of such grant award, except that during the first five years of employment the appointment shall expire on August 31 unless extended for a one year period by action of the Board of Trustees. Thereafter the appointment shall continue for the

duration of the grant, it being understood that such appointment may be terminated at any time. However, reasons for termination shall then be stated in writing. The faculty member shall then have the right to appeal the termination to the Board of Trustees.

2. In the event the College chooses to retain a grant funded employee during a gap in the grant funds, e.g., when an informal grant award has been made but the prior grant period has expired, through the use of operating funds, the employee shall be considered to be on "soft money" for all purposes herein.
3. Letters of appointment or intent shall be issued by December 1 for the spring semester and by June 1 for the fall semester or subsequent academic year.
4. Grant-funded employees shall be entitled to apply for any vacancy at the College and shall be interviewed for any position for which he/she is qualified; however, no transfer rights shall apply.
5. Grant-funded employees shall be subject to termination prior to the end of a grant term if the grant is terminated for any reason. The College shall make every reasonable effort to notify the faculty member on the grant-funded position as soon as possible that the grant will be terminated.
6. Full-time faculty members in grant funded positions who are appointed to regular operating funded positions shall receive credit towards seniority on a two for one basis, as provided for faculty who transfer disciplines, and shall receive credit for their years of service (limited to three years of credit) toward eligibility for continuing appointment.

C. Duties of Full-time Faculty.

Full-time faculty members have the following duties and responsibilities:

1. To conduct their assigned classes, in the designated locations for the scheduled length of time, as described in the College Catalog and in accordance with the approved course outline.
2. To submit grades for all students in their assigned classes within the deadline published in the Academic Calendar, which grades will not be altered except as the result of an appropriate administrative procedure.
3. To attend General Faculty Meetings, and to serve in the Faculty Senate, Academic Assembly or Congress and on Standing Committees if elected or appointed.
4. To participate in discipline, departmental or area meetings and operations, including such matters as development of curriculum and evaluation of existing course offerings and instructional programs.

5. To proctor examinations, to maintain scheduled office hours, and to fulfill assigned duties relating to the academic advisement and course placement of students and the registration procedures of the College.
6. To serve voluntarily as advisers to student organizations and to attend student events, when invited by the students.
7. Members of the library staff and counseling staff shall perform their assigned duties as defined in the 1971-1972 Faculty Handbook, and participate in the meetings and other activities appropriate to their department and the College as a whole.
8. In addition to his/her regular duties, each classroom full-time faculty member shall provide eight (8) hours of student advisement per semester which may include an advisement orientation scheduled during common hours. The College shall make every effort to equalize the number of student advisees to each faculty member. With the consent of the faculty member, other project assignment(s) may be made in place of student advisement.
9. In addition to his/her regular duties, all full-time College personnel who elect to teach three (3) or more credit hours during the summer semester shall also provide six (6) hours of student advisement, as directed by administration. This advisement shall be performed in consecutive hours on no more than one (1) day.

D. **Outside Employment.** Except for adjunct faculty, full-time employment by the College shall be considered the basic employment of the individual, and he/she shall limit such other compensated professional activity so as not to impair his/her educational effectiveness.

E. **Evaluation of Faculty.**

1. A formal evaluation shall be defined as a written assessment of a faculty member's performance to be used in determining personnel actions and/or assessing professional competence. The process of evaluation shall include observations of teaching and/or performance of professional duties.
2. The individual faculty member shall sign and date each formal evaluation report, shall receive a copy of each evaluation report and shall be permitted to file a written reply to any portion of such report to which he/she may take exception.
3. **Observations.** Observations may be initiated either by the faculty member or by the Administration, and shall be limited to a reasonable number per year. All observations shall be done with the full knowledge of the faculty member being observed.

4. The following personnel actions (promotion, continuing appointment, and term appointment) shall be preceded by at least one (1) scheduled formal observation.
5. The faculty member shall receive written notice at least forty-eight (48) hours (or, as to adjunct faculty members, one (1) scheduled class meeting period) in advance for each scheduled formal observation. Such notice shall include the name of the administrator(s) conducting the observation, the time of the observation and the course or duties to be observed. The Chairperson of the appropriate Peer Personnel Committee shall also receive a copy of the notice at least forty-eight (48) hours (or, as to adjunct faculty members, one (1) scheduled class meeting) in advance of the scheduled observation and the faculty member shall have the right to invite a representative of the Peer Personnel Committee to the scheduled observation.
6. The faculty member shall have an opportunity to discuss the observations with the observer before the report is written. The Administrator who has conducted the observation shall schedule a meeting with the faculty member to discuss the observation within five (5) working days, or in the case of adjunct faculty at least two (2) class meetings. The report of the observation shall be written by the observer and the faculty member shall receive a copy thereof within twenty-one (21) calendar days following the observation or fourteen (14) calendar days following the discussion but in no event beyond the end of the semester.
7. The faculty member shall receive individualized reasons in writing for promotion denial.
8. The individual faculty member shall sign and date each observation report and be permitted to file a written reply to any portions of such report to which he/she may take exception. Such signature shall not constitute agreement or disagreement with the contents.
9. **Evaluation of Tenured Faculty.** Tenured faculty shall be evaluated on a regular basis. A joint Faculty Association/College committee, consisting of an equal number of representatives appointed by the President of the Association and the President of the College has established guidelines for the methodology to be utilized in this evaluation procedure. (See Appendix K.) The joint committee will publish and distribute the guidelines for this evaluation procedure to all full-time faculty members. The evaluation procedures shall incorporate the following features:
 - a. The evaluation is intended to be collegial in nature. A team approach shall be used in which the faculty member selects a peer and the Campus administration selects an administrative representative to work with the faculty member on the evaluation.

- b. The method of evaluation shall follow the guidelines developed by the FA/College Committee. These guidelines shall incorporate as part of the process a team-based decision regarding the evaluation method to be used.
- c. Approximately 25-40 tenured faculty shall be evaluated annually. Faculty shall be evaluated in seniority order. Evaluations shall be conducted during spring semesters. The evaluation teams for tenured faculty to be evaluated in a given spring semester shall be selected during the preceding fall semester.
- d. The evaluation is not to be used for disciplinary purposes and shall not be part of the personnel file. The evaluation shall be retained in the Association Office after review by the Dean. Thereafter, the evaluations shall be available to the individual, the Association President, and the President of the College or their respective designees.

F. Eligibility for Promotion.

Progression from rank to rank is not automatic, but is based upon meritorious performance of teaching and other duties, service to the College and community and professional growth. The educational requirements for promotion and the promotion cycle timetable are annexed as Appendix I hereto solely for informational purposes.

- 1. Any precedent heretofore to the contrary notwithstanding, the guideline for a full-time faculty member to be considered and recommended for promotion is service in his/her present rank for the following number of years:
 - a. for promotion to Assistant Professor: Three (3) years as Instructor
 - b. for promotion to Associate Professor: Four (4) years as Assistant Professor
 - c. for promotion to Professor: Five (5) years as Associate Professor
 - d. for promotion to Professional Assistant P2: Four (4) years as Professional Assistant P1
- 2. For persons outside Unit III being considered for academic promotions, the review procedures set forth in Article IV shall apply, it being understood that the President shall have the right to reject recommendations of the committee to him/her or to institute promotions.
- 3. The guideline for an adjunct faculty member to be considered and recommended for promotion in academic rank is service at the College in his/her present rank for the following number of semesters with accumulation of the following number of teaching hours in the academic discipline in which he/she will be considered for promotion:

- a. for promotion to Adjunct Assistant Professor:
Ten (10) semesters and thirty-nine (39)
teaching hours as Adjunct Instructors.
- b. for promotion to Adjunct Associate Professor:
Fourteen(14) semesters or fifty-four (54)
teaching hours as Adjunct Assistant Professor.
- c. for promotion to Adjunct Professor:
Eighteen (18) semesters or sixty-nine(69)
teaching hours as Adjunct Associate Professor.
- d. for promotion to Professional Assistant P2:
Four (4) years as Professional Assistant P1.

Employment during the fall and spring semesters and, effective September 1, 1980, regular summer sessions only shall count toward the above semester and teaching-hour minimums. Adjunct promotions shall only be considered for September 1. Adjunct promotion shall be announced by June 1.

- 4. The following guidelines for advancement on the adjunct salary schedule shall apply to an adjunct faculty member teaching outside of his/her primary discipline (e.g., in a secondary discipline such as CS 15). In order to be considered and recommended for progression from his/her present level, the adjunct faculty member shall have completed service at the College in his/her present rank/level for the following number of semesters with the accumulation of the following number of teaching hours in both the primary and secondary discipline courses.
 - a. for advancement to Level 2:
Ten (10) semesters and thirty-nine (39) teaching hours at
Level 1
 - b. for advancement to Level 3:
Fourteen (14) semesters or fifty-four teaching
hours at Level 2.
 - c. for advancement to Level 4:
Eighteen (18) semesters or sixty-nine (69)
teaching hours at Level 3
- 5. The College will inform adjuncts upon meeting the time in rank eligibility requirements of (F)(3) above. An adjunct faculty member may then request to be considered for promotion by submitting a two page application form, the first page of which consists of background information and academic credentials, and the second page of which consists of their statement in support.

G. Work Year.

- 1. Unless prevented by prior commitments which make them physically unavailable, all faculty members on ten (10) month appointment shall be

available for emergency meetings of academic committees or emergency consultations of an academic nature during the work year, exclusive of holidays and recess period in the Academic Calendar. However, if an individual has no assignments or responsibilities on a particular day, he/she need not be present on the campus on that date.

2. Classroom faculty shall be available to report to work on the Monday of the week in which September 1 falls. In such years when the work year begins before September 1, there will be no additional days of required attendance for classroom faculty in the fall semester. The work year ends on June 30.
3. The work year for librarians and counselors is defined in Article IV, A, 8.
4. The work year for specialists and professional assistants is defined in Article IV, A, 15, 16, 17.
5. The work year for coordinators of the skills centers and the cooperative education program is defined in Article IV, A, 12.
6. The work year for coordinators of instructional technology, curriculum development and instruction design is defined in Article IV, A, 13.

H. **Status of Administrative Officers.** Any faculty member holding academic rank, who assumes administrative duties, may subsequently return to teaching when a vacancy exists in his/her department or area, and he/she shall resume all rights and privileges that he/she would have had if he/she had continued in teaching status without interruption. Continuing appointment acquired during the academic appointment shall remain in effect if and while such faculty member assumes an administrative position and vice versa. The provisions of Article IV, M and Article VII, F apply to determination of rank and seniority provisions.

ARTICLE VIII
Rights of Administration

Except as otherwise specifically set forth in this Agreement, the County, the Trustees and the Administration of the College and their designated supervisory officials shall be solely responsible for the operation and control of the College and its personnel.

ARTICLE IX
Term of Agreement

The term of this Agreement shall be retroactive from 1 September 2001 and continue in force and effect until 31 August, 2005. The Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change, or modify any provisions of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counterproposals. It is, accordingly, agreed that during the term of this Agreement neither party shall be bound to negotiate any addition to, change, or modification of this Agreement. However, by mutual consent, the parties to the Agreement may discuss and negotiate items that arise during the life of this Agreement.

FACULTY ASSOCIATION OF COUNTY OF SUFFOLK
SUFFOLK COUNTY COMMUNITY
COLLEGE:

Ellen Schuler Mauk
President - Faculty Association

Dated: _____

Steve Levy
Suffolk County Executive

Dated: _____

Jeffrey L. Tempera, Director
Office of Labor Relations

Dated: _____

APPENDIX A
Salary Schedule

1. Salaries

The parties' agreement and their understanding is that increments are automatic on September 1st for those eligible, unless the parties specifically agree otherwise.

Ten-month base salaries of individuals in the faculty of the College as of 2001-2005 shall be determined in the following manner:

Effective 9/1/01, the full-time salary schedules shall be increased by 2 percent at each step.

Effective 9/1/02, the full-time salary schedules shall be increased by 3 percent at each step.

Effective 9/1/03, the full-time salary schedules shall be increased by 3 percent at each step.

Effective 9/1/04, the full time salary schedules shall be increased by 3 percent at each step.

2. Newly appointed faculty members shall be placed on the appropriate step salary schedule according to their background. To determine the appropriate step, the following guidelines shall be instituted:

- a. One (1) year of full-time college teaching at a regionally accredited college in the rank of Instructor or above, in the area he/she will teach at the College, is equivalent to one (1) step.
- b. Two (2) years of full-time high school teaching in the area he/she will teach at the college is equivalent to one (1) step.
- c. Two (2) years or more of appropriate business, industrial or other job related experience is equivalent to one step, it being understood that the determination of appropriate equivalent experience shall be made by the Vice President for Academic and Campus Affairs, whose determination shall be final and not subject to review.
- d. In no case shall any new faculty member be appointed to a position higher than the beginning step for Associate Professor.

3. Newly appointed faculty members shall be placed in academic rank by the Vice President for Academic and Campus Affairs, taking into consideration prior College teaching experience, other teaching or related experience and education. Such determination of academic rank shall not be subject to review.

4. Effective January 13, 2000, a 12-month employee must be on the payroll by March 1st in order to receive credit for that academic year with regard to promotion and continuing appointment. Individuals appointed on or after this date will continue on the same step in which they were appointed through the following academic year.

A 10-month employee hired on or after January 13, 2000, must be on the payroll by the 10th working day after the start of the spring semester in order to receive credit for that academic year with regard to promotion and continuing appointment. Individuals appointed on or after this date will continue on the same step in which they were appointed through the following academic year.

5. Yearly full-time salary and overload/adjunct rates begin at the start of work year for the affected faculty.
6. Adjunct faculty and Adjunct non-classroom faculty shall be paid for each teaching hour as provided for their rank on page 62.
7. **Adjunct/Overload Rates For Counselors and Librarians.** Adjunct/overload rates for counselors and librarians shall be calculated as follows:

Evening adjunct/overload rates:	18.66 clock hours of work equals one (1) credit hour of pay.
Day adjunct/overload rates:	20 clock hours of work equals one (1) credit hour of pay.

8. **Adjunct/Overload Rates for Professional Assistants.**

- a. Adjunct/overload instructional laboratory professional assistants will be paid per contact hour for the duration of the scheduled lab session and shall be responsible for no more than two simultaneous labs. In addition, an instructional laboratory professional assistant shall be responsible for the preparation and clean up of each overload lab assigned.
- b. In the event that an instructional laboratory professional assistant is scheduled to cover two (2) labs in one evening for which the session lengths are not concurrent, the professional assistant shall be paid per contact hour from the beginning of the first lab session to the end of the second lab session.
- c. For safety reasons, a professional assistant assigned overload shall not be assigned to more than one building.
- d. Adjunct/overload rates for all other specialists and professional assistants shall be calculated as follows:

Adjunct/overload rates:	22.5 clock hours of work equals one (1) credit hour of pay.
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9. **Independent Studies.** A faculty member who teaches an independent studies course shall be limited to three (3) students per semester. Compensation for a three (3) credit hour independent studies course shall be two hundred forty (\$240.00) dollars per student.
10. Faculty involved in the holistic scoring of the writing samples of incoming students shall receive the same rate as the evening instructor hourly rate for counselors/librarians. Those rates per clock hour are as follows:

2001-2002	\$41.95
2002-2003	\$43.21
2003-2004	\$44.51
2004-2005	\$45.85

11. In addition to the base salary, a promotion increment bonus will be paid to all full-time faculty who receive a promotion in rank. The bonus shall be five percent (5%) of their base salary as of the time of promotion. Such promotion bonuses shall not be deemed to be part of the faculty member's regular salary.
12. Twelve-month specialists and professional assistants shall, in addition to their ten-month base salary, receive a stipend equal to twenty percent (20%) of their ten-month base salary.
13. In compliance with the OSHA Hazard Communication Standard and the New York State Right to Know Law, the College has scheduled training sessions for adjunct professional staff at each campus, with the option of attending a more comprehensive training session for their discipline during the day session. Periodic retraining sessions will be scheduled when necessary and appropriate. The rate of payment for attendance at such training sessions will be as follows:

Effective September 1, 2001	\$32.80
Effective September 1, 2002	\$33.78
Effective September 1, 2003	\$34.79
Effective September 1, 2004	\$35.83
14. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.
15. The County agrees to print a new collective bargaining agreement within six (6) months of legislative approval.

Effective Academic Years 2002-2005

Step	PA-1		
1	- 1		
2	- 2	PA-2	
3	- 3		
4	- 4	- 4	
5	- 5	- 5	
6	- 6	- 6	Specialist
7	- 7	- 7	
8	- 8	- 8	- 8
9	- -	- 9	- 9
10	- -	-10	-10
11	- -	-11	-11
12	- -	-12	-12
13	- -	-13	-13
14	- -	- -	-14
15	- -	- -	-15
16	- -	- -	-16

STEP	Inst.		
1	- 1		
2	- 2	Asst. Prof.	
3	- 3		
4	- 4	- 4	
5	- 5	- 5	
6	- 6	- 6	Assoc. Prof.
7	- 7	- 7	
8	- 8	- 8	- 8
9	- 9	- 9	- 9
10	- -	-10	-10
11	- -	-11	-11 Prof.
12	- -	-12	-12
13			-13
14			-14
15			-15
16			-16
17			-17
18			-18
19			-19
20			-20

INSTRUCTORS, ASSISTANT PROFESSORS, ASSOCIATE PROFESSORS, PROFESSORS

	STEP	Sep-01	S
INSTRUCTOR	1	\$39,395	
	2	\$41,037	
	3	\$42,748	
ASST PROFESSOR	4	\$44,529	
	5	\$46,385	
	6	\$48,317	
	7	\$50,332	
ASSOC PROFESSOR	8	\$52,428	
	9	\$54,612	
	10	\$56,888	
	11	\$59,257	
	12	\$61,727	
PROFESSOR	13	\$64,299	
	14	\$66,978	
	15	\$69,768	
	16	\$72,675	
	17	\$75,703	
	18	\$78,857	
	19	\$82,144	
	20	\$86,791	

STEPS 1 - 9	INSTRUCTOR
STEPS 4 - 12	ASST PROF
STEPS 8 - 16	ASSOC PROF
STEPS 13 - 20	PROFESSOR

PROFESSIONAL ASSISTANTS

PA 1	1	\$31,435
	2	\$32,693
	3	\$34,002
PA 2	4	\$35,361
	5	\$36,776
	6	\$38,247
	7	\$39,778
	8	\$41,368
	9	\$43,023
	10	\$44,744
	11	\$46,534
	12	\$48,395
	13	\$50,332
PA 1	STEPS 1 - 8	
PA 2	STEPS 4 - 13	

<u>SPECIALISTS</u>	STEP	Sep-01	S
	8	\$41,368	
	9	\$43,023	
	10	\$44,744	
	11	\$46,534	
	12	\$48,395	
	13	\$50,332	
	14	\$52,344	
	15	\$54,437	
	16	\$57,431	
SPECIALISTS	STEPS 8 - 16		

Adjunct Faculty/Overload: (Per Credit Hour)

P 1	\$647
P 2	\$715
SPECIALIST	\$766
INSTRUCTOR	\$782
ASSISTANT PROFESSOR	\$855
ASSOCIATE PROFESSOR	\$924
PROFESSOR	\$1,020
READERS/HOLISTIC SCORERS (Per Hour)	\$41.95
ADJUNCT "RIGHT TO KNOW" TRAINING SESSION RATE (Per Hour)	\$32.80
ESA	\$15.00
FABF	\$1,318

APPENDIX B
AAUP's STATEMENT ON PRINCIPLES OF
ACADEMIC FREEDOM AND TENURE (1940)

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in Research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with its duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher¹ is entitled to full freedom in research and in the publication² of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but should be careful not to introduce into his teaching controversial matter which has no relation to his subject³. Limitations of academic freedom because of religious or other aims⁴ of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen⁵, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

Academic Tenure

(a) After the expiration of a probationary period⁶, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause⁷, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle, it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of a full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing⁸ that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period⁹.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher, previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution¹⁰. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an advisor of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned.

In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his or her own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7-8, 1940, the following interpretation of the 1940 **Statement of Principles of Academic Freedom and Tenure** were agreed upon:

1. That its operation should not be retroactive.¹¹

2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 **Conference Statement on Academic Freedom and Tenure**.

3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph (c) of the section of Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

¹ The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties. (Editor's Note. In practice the term "teacher" is often replaced by "professor" because it applies to higher education and extends to both the research and the teaching function.)

² (Editor's Note. There may be justification for very special limitations upon publication where the individual concerned has in advance clearly accepted them; for example: a limitation based upon the fact that the work to be accomplished will involve the efforts of several persons, who are ethically bound to publish as a group.)

³ (Editor's Note. Some courses of study require consideration of matter on which the teacher is not in all aspects expert; thus the teacher of English composition or literature may have to deal with writings about the race relations, sexual mores, or social philosophy. A teacher handling mixed responsibilities of this type ordinarily indicates the limits of his expert judgment, and should not be subject to particular scrutiny because he may deal with controversial issues.)

⁴ (Editor's Note. Problems sometimes arise through the failure of an institution to be explicit about its particular limitations at the time of appointing a teacher, or the failure of a teacher to observe limitations which he has accepted--short of waiver of his fundamental academic obligations.)

⁵ (Editor's Note. An issue has also arisen regarding the right to silence or conversely, the obligation of disclosure. For detailed presentation of the Association position, see elsewhere.)

⁶ (Editor's Note. Appointments of an irregular or special kind may not count toward fulfillment of a probationary period if they are in fact exceptional and of relatively brief duration; many institutions appoint scholars for a semester or a year on a temporary basis. But such appointments may, if repeated, be regarded by the profession as in fact to have been regular appointments to have retrospective force. Colleges and universities should have written general regulations indicating whether time on sabbatical or research leave should count as probationary service.)

⁷ (Editor's Note. The 1940 Statement does not define "adequate cause" in particular terms, although later references, in the section entitled "Academic Tenure, (4)," to "incompetence" and "reasons not involving moral turpitude" permit a number of inferences. A resolution adopted by the 1953 Annual Meeting states that, "The tests of the fitness of a college teacher should be his integrity and professional competence, as demonstrated in instruction and research." Whatever the alleged "adequate cause" may be, it should be proved before a faculty hearing committee.)

⁸ (Editor's Note. Many cases involving failure to count prior service arise at institutions which have not entered into written agreement at the time of final appointment or lack a general rule, or both.)

⁹ (Editor's Note. The probationary period is determined by the decision of the institution not to reappoint a person. If this decision is reached during the first year of service, it would obviously be impossible to give a year's notice (and it is likely that the writers of the 1940 **Statement** were thinking in the context of their less hurried times). In order not to impose an unreal standard, the Association has for many years applied standards of notice more in conformity with developing practices in higher education; these standards are set forth elsewhere.)

¹⁰ (Editor's Note. The 1958 **Statement of Procedural Standards in Faculty Dismissal Proceedings** is largely an elaboration and commentary upon this section of the 1940 **Statement** which sets forth the minimum essentials for adjudication of termination situations.)

¹¹ (Editor's Note. The proscription against retroactivity was directed to the situation in 1940; it was not intended to suggest that an institution formally adopting the 1940 **Statement** in 1966 would thereby be excused from extending its protection to a faculty member whose first appointment was, say, in 1962.)

**APPENDIX C
PROFESSIONAL SERVICES PERSONNEL**

I. PROFESSIONAL SERVICES PERSONNEL JOB TITLES

- A. Titles of specialist, professional assistant and educational services assistant have been established as separate and distinct job titles and categories. Individuals who hold these titles are members of the faculty who provide academic support services in various capacities.
- B. Movement between titles may occur only through the announcement of a new position or vacancies. [The only career ladders are within titles, not from one title to the next.] Article IV, H, 6 & 7 shall apply for all vacancies.
- C. Movement from P1 to P2 in the Professional Assistant title shall be through promotion based on merit.

II. GENERAL JOB DESCRIPTIONS

A. Title: Specialist (formerly P3)

Individuals with specialized knowledge of their professional/discipline area of responsibility or of complex systems/software or specialized knowledge of art and performance areas who are given extensive responsibility and handle complex tasks with minimal supervision and direction.

B. Title: Professional Assistant

Individuals with specialized knowledge of professional/discipline area of responsibility or of complex systems/software or specialized knowledge of art and performance areas who are given significant responsibility and require minimal to moderate supervision.

C. Title: Educational Services Assistant

Individuals with the appropriate skill set for the assignment who have limited responsibility and require significant supervision.

Typical job responsibilities:

Processing forms/applications
Prepare payroll forms
Submit supply requests as directed
Respond to student inquiries on routine matters
Record financial or budget information or inventory records as directed
Assist in basic computer installations
Assist in basic equipment repair
Distribute and/or maintain athletic equipment
Monitor facility areas

- D. A Labor/Management Committee shall be established to recommend the specific job responsibilities for the Educational Services Assistant title and to clarify Specialist duties to distinguish the Specialist

title duties from the Professional Assistant duties.

III. **Specialist and Professional Assistant Categories**

A. The following outline indicates the categories of Professional Assistants and Specialists and a general description of their associated duties in each category. Although an employee need not perform all the duties listed, a higher rank involves substantially more complex responsibilities.

1. **Technical Areas** (e.g., Audiovisual Services, Educational Technical Unit)
 - a. Professional Assistant duties include equipment delivery, scheduling, directed media production, basic service, supervising student aides/college aides, maintaining inventory, advanced media production and services.
 - b. Specialist duties include extensive responsibilities with minimal supervision and direction, personnel coordination, vendor liaison, assisting with budget preparation and some PA duties.
2. **Instructional Centers** (Math, Reading, Writing, Academic Computing, Academic Skills)
 - a. Professional Assistant duties include tutorial one-on-one assistance, assisting students with computerized and other instructional materials and equipment, supervising college/student aides, and maintaining inventory.
 - b. Specialist duties include extensive responsibility with minimal supervision and direction for scheduling personnel, maintaining statistics, facilitating phase-in of new and additional equipment, assisting with budget preparation, selection of educational materials and their use and some PA duties.
3. **Programmatic Areas** (e.g., Right-to-Know, Office of the Dean of Faculty, EOP, Adult Learner Academic Programs, Admissions and Financial Affairs)
 - a. Professional Assistant duties include processing forms and applications, assisting administrators with organizational and communication tasks, as assigned, and carrying out complex tasks with supervision.
 - b. Specialist duties include extensive responsibility with minimal supervision and direction, familiarity with more than one project, responsibility for publications, scheduling proctors and/or faculty, carrying out broad functions within and/or outside a particular program, carrying out complex functions with minimal supervision, initiating and following through on tasks, and some PA duties.

4. **Instructional Laboratories** (Theater, Computer Science, Sciences, Physical Education)
 - a. Professional Assistant duties include technical assistance in a limited area or course of that discipline or area, under direction of the classroom faculty member, an administrator, performing simple and routine equipment maintenance, maintaining inventory; repair and maintenance of equipment; ordering supplies; year-round coordination of day and evening, summer, fall, and spring sessions; technical assistance to faculty in all courses of the discipline; maintaining MSDS files.
 - b. Specialist duties include extensive responsibility with minimal supervision and direction, performance of interdepartmental and intercampus coordination as directed by an academic chair/director or other appropriate administrator, including but not limited to equipment usage, assisting with budget preparation, facilitating phase-in of new and additional equipment, assisting with personnel scheduling, compiling statistics, and some PA duties.

IV. Educational Requirements For Hiring and Promotion Of Professional Services Personnel

1. Educational and experiential credentials shall be relevant to the job specifications of the specific professional services personnel position.
2. Similar to the educational requirements for classroom faculty in technical areas, alternative appropriate level credentials will be created for Specialists and Professional Assistants in the computing/technical areas. A Labor/Management Committee composed of two (2) College representatives appointed by the President of the College and two (2) Association representatives appointed by the President of the Association shall be established to develop criteria for the alternative education requirement for faculty in the technical areas and, in exceptional cases, to evaluate specific credentials that had not previously been examined.
3. Minimum educational requirements for Professional Assistants and Specialists:
 - a. P1: Bachelor's Degree OR alternative appropriate level credentials in accordance with the criteria established by the Labor/Management Committee for faculty in the professional services personnel technical areas.
 - b. P2: Bachelor's Degree plus 15 additional credits in the discipline or a cognate discipline OR alternative appropriate level credentials in accordance with the criteria established by the Labor/Management Committee for faculty in the professional services personnel technical areas. In addition, the PA 1 must have worked four (4) years full time OR have

fourteen (14) semesters of service as an adjunct PA1 in order to be eligible for promotion to PA2. All new PA positions shall be filled at a PA1 rank unless a full-time PA position vacancy is filled by an adjunct PA who has attained the rank of PA2.

c. Specialist: A Master's Degree in an appropriate discipline for his/her professional assignment OR alternative appropriate level credentials in accordance with the criteria established by the Labor/Management Committee for faculty in the professional services personnel technical areas.

V. PROCEDURES FOR APPLICATION OF EDUCATIONAL REQUIREMENTS, FOR FILLING OVERLOAD/ADJUNCT POSITIONS AND FOR DISCIPLINE SENIORITY

- A. All current full-time and adjunct PA's will be subject to pre-existing educational requirements as to titles they have held. Current PA 1s and PA 2s will continue in their titles. PA 3s will be "Specialists" under this provision. However, effective March 27, 2002, the pre-requisite for application from rank to rank in each title shall be governed by the new educational requirements. New full-time or adjunct hires shall be required to have the educational requirements for the position at the time of hire as stipulated in this Agreement.
- B. Once the Labor/Management Committee defines the job descriptions for the Educational Services Assistants and clarifies the job descriptions for the Professional Assistants, opportunities for adjunct and overload assignments in these categories will be announced so that faculty in these categories can apply for the work based on the current seniority rules for assignment. Pay rates will be based on the assignment, not on the previous rank of the individual. Similar to the way in which a full-time PA who teaches an overload class is paid as an instructor or an adjunct math instructor may have chosen an adjunct assignment as a PA in the Mediated Math program, a current PA 1, 2 or 3 (now Specialist) who accepts an ESA adjunct or overload assignment will be paid at the ESA rate.
- C. All current PA 1, 2, 3s may exercise their seniority accrued prior to 1/1/02 as discipline seniority in the ESA title. Any new hires in the ESA title, discipline seniority shall be based on actual assignments and semesters worked in the ESA title.

APPENDIX D
JOB SHARE

A job share program was implemented at Suffolk Community College in 1989 to address staffing, programmatic and individual needs in the non-classroom disciplines at the College. The program has continued since then in those non-classroom areas designated by the College, in consultation with the Faculty Association, as appropriate for a job share arrangement. Faculty participation in the job share program is totally voluntary.

The College is under no obligation to create new job share opportunities or to continue a job share arrangement once one of the participants has vacated the shared position. If the job is discontinued, participants shall be permitted to return to their former full-time positions. Participants who achieved a continuing appointment while in a job share appointment, shall, in the event of discontinuance, have the right to claim another job share position for which he/she is qualified and which is vacant or occupied by a less senior job share participant. The terms and conditions for participants in the job share program are as follows:

1. **Definition:** A job share is a full-time position that is shared by two individuals.
2. **Salary:** Fifty percent (50%) of the annual rate at the proper step. Job share faculty shall be eligible for salary increments under the same conditions that other full-time faculty are eligible. However, upon assuming a full-time position, the step placement shall be at the same level as the last year in the job share.
3. **Seniority:** One-half year earned for each year served.
4. **Work Obligation:** The hours to be worked per year shall be based on the following formula: $\text{Number of weeks worked/year by a full-time non-classroom faculty} \times 5 \text{ days/week} \text{ minus } 12 \text{ holidays} \text{ divided by } 2 \times 7 \text{ hours/day} = \text{The number of hours to be worked per year by a job share participant.}$ (For faculty on job shares in 1995, the calculation would be: $36 \text{ weeks} \times 5 \text{ days/week} = 180 - 12 \text{ holidays} = 168 / 2 = 84 \text{ days} \times 7 \text{ hours/day} = 588$)
5. **Schedule:** Each job share partner shall be required to work 17 1/2 hours per week, the schedules for which shall be mutually arranged on a semester basis between the job share partners and their immediate supervisor. No more than five (5) hours shall be assigned consecutively without a thirty (30) minute break. It is intended that the hours of job share partners shall generally be non-concurrent work hours. However, to insure the coordination necessary and perform essential functions in their shared position, each job share partner's work week may overlap the other partner's work week schedule up to a maximum of six (6) hours per week, averaged over a two week period. This provision also applies to job share positions on more than one campus.
6. **Benefit Fund:** Paid in full by the College for each job share participant.
7. **Longevity:** Eligibility for longevity pay shall be determined by the number of years as provided in the faculty association contract. Longevity paid while on a job share arrangement shall be computed by dividing the standard rate by two.

8. **Health Insurance:** The College shall provide either family or individual coverage for each job share partner under the following conditions. The College will fully fund individual basic health coverage for each job share partner. If a job share participant chooses family coverage, he/she shall reimburse fifty percent (50%) of the cost to the employer for such family basic health coverage. Each job share participant has the right to choose either family or individual basic health coverage under the conditions cited above or to decline to participate in the health insurance program, regardless of the choice made by his/her job share partner.
9. **Promotion:** Guidelines for eligibility for full-time promotion in rank shall adhere to the provisions of Article VII,F,1, except one year shall be added to each of the minimum years in rank for eligibility to assistant and associate professor and two years shall be added for eligibility to full professor. Faculty who have accumulated more than fifty percent (50%) of the minimum service while in a full-time position shall not be subject to the additional service requirements of this clause.
10. **Continuing Appointment:** A job share participant shall be eligible for continuing appointment upon the beginning of the ninth year of job share service. Faculty who previously served in a full-time capacity shall have this period reduced by two (2) years for each full year served. Faculty who subsequently transfer into a full-time position shall be eligible for continuing appointment with the usual period being reduced by one year for each two years served in the job share. The period to achieve continuing appointment pursuant to Article VII,A (3) shall not be reduced by the application of the foregoing.
11. **Promotion bonus:** In the event either participant receives a promotion in the year during which he/she is in the job share program, the bonus shall be five percent (5%) of the full-time rate of the appropriate step prorated between fifty percent (50%) and one hundred percent (100%), based upon the number of years by which the promotion eligibility requirement was met through full-time service (e.g., three (3) years of full-time service to meet the four years of service for promotion to Associate Professor --the bonus will be 87.5%).
12. **Conference Attendance:** Paid by College pursuant to the collective bargaining agreement.
13. **Overload:** Collective bargaining agreement provisions apply.
14. **Accruals:** Sick and personal time shall be accrued at one-half rate during the period of the job share.
15. **Transfers:** Eligibility on seniority basis for positions which may be announced.
16. **Program Termination:** In the event either participant resigns during the period of the job share, the College may terminate the job share upon four (4) weeks' notice. The participants in the job share will have no rights to continue in the job share.
17. **Line Designation:** The College has the right to designate a line to be used for the job share program, and retains the right to withdraw such designation by November 15 for the Spring and May 1 for the Fall.

a. If a full-time faculty member requests and is granted the right to work under the provisions of the job share, he/she shall have the right to reclaim his/her full time line at the beginning of an academic semester within the first two years of the job share program, provided that eight (8) weeks notice is given. After two years, the job share participant who had previously held the full-time line can reclaim a full-time line only if his/her job share partner vacates his/her job share position or if he/she transfers to another full-time position at the College.

b. If a new line is created for a job share opportunity and staffed by two new faculty members, neither has claim to the full-time line over the other. Should one job share partner leave the job share position, the College may continue the job share option or it may terminate the job share upon four (4) weeks' notice to the participants. If the College establishes a full-time line for the work previously performed under the job share program, the remaining job share partner shall have the right to transfer into the full-time position under the full-time working conditions for the position as defined in the collective bargaining agreement.

c. If the College terminates a job share opportunity and establishes a full-time line for work previously performed under the job share program, the job share participants shall be granted the right to apply for the full-time position under the transfer and seniority provisions of the collective bargaining agreement, it being understood that a job share participant who had previously been a full-time faculty member shall have the right to resume full-time employment before other job share and College applicants.

d. Job share participants in 1994-95 who had previously been full-time faculty members prior to participating in the job share program shall have until February 1, 1996, to reclaim his/her full-time line effective the beginning of the 1996-97 academic year. If he/she chooses to continue in the job share program after that date, he/she can reclaim a full-time line only if his/her job share partner vacates his/her job share position or if he/she transfers to another full-time position at the College.

APPENDIX E
LAG PAYROLL MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the County of Suffolk, hereafter referred to as "the County," and the Faculty Association of Suffolk Community College, hereafter referred to as "the Association," as follows:

1. a) The Association agrees to the implementation of a lag payroll of one working day for each day period for a period of ten (10) pay periods for a full-time bargaining unit members for the 1991-1992 academic year only and for no other year, commencing on the August 22, 1991 payroll.
 - b) Said lag payroll shall be implemented as follows:
On the first pay period effected hereunder the bargaining unit members who would normally be paid on Thursday, shall be paid on Friday of the same week.
In the second pay period effected hereunder the bargaining unit members shall be paid on Monday and in each pay period thereafter the bargaining unit members shall be paid on the day of the week after the preceding pay period.
 - c) In each pay period the bargaining unit members shall be paid their full-salary for each and day worked, or according to the use of their accruals, for that pay period.
 - d) Adjunct/overload pay shall be affected only in so far as the pay dates will be shifted as a result of this agreement. Adjunct/overload monies will not be deferred.
 - e) Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current collective bargaining agreement.
-
2. All monies due to the bargaining unit members which are deferred by the implementation of the lag payroll shall be repaid to the Association members as follows:
 - a) Any member of the bargaining unit may apply for and receive from the County any deferred monies at any time on or after July 1, 1997.
 - b) Any monies so repaid shall be repaid at the rate of salary then in effect (re-July 1, 1997, or thereafter) for such member (or in the event of death, for his/her estate), which shall include but not be limited to any promotions, salary increases, step increases, increments, etc. enjoyed by said member between the date of the agreement and the time of repayment of said monies.
 - c) It is intended that all such increases in the salary of any member shall be cumulative of all the aforementioned items.
 - d) Any bargaining unit member who shall terminate his/her employment with the County at any time prior to July 1, 1997, shall be entitled to immediate repayment of any sums due hereunder at his/her then current rate of pay as previously set forth herein.
 - e) Any bargaining unit member (or in the event of death, his/her estate) retiring or terminating employment for any reason from County employment at any time hereafter shall be repaid any sums due hereunder at his/her then

current rate of pay as previously set forth herein.

3. The County agrees that in consideration of Faculty Association bargaining unit members agreeing to the instant lag payroll such employees shall not be required in any way to further contribute to the reduction of the 12 million dollar give back figure sought from the County's municipal unions.
4. Should any bargaining unit member suffer any payless payday, then in that event, any lag payroll set forth herein shall be suspended until each and every bargaining unit members so affected has been made whole. After all bargaining unit members have been made whole then the lag payroll shall be recommended.
5. In consideration of Faculty Association bargaining unit members agreeing to the instant lag payroll, the County also agrees to the following:
 - a) That all past, present, and future bargaining unit retirees shall be entitled to enter into individual and personal contracts with the County that shall guarantee to the retiree that the costs and levels of his/her full-family health benefits shall continue to be paid by the County for the lifetime of the retiree and his/her dependents, if applicable, at the same level and extent of such coverage for active bargaining unit members. (For reference purposes, see copy of retiree contract at the end of this appendix).
 - b) That Article V,F,2 of the 1988-1991 contract between the County and the Association shall be amended to increase the maximum number of credits available to the spouse and dependent children (including step-children) of full-time faculty to 24 credits per year and of adjunct faculty to 9 credits per year.
 - c) That the County shall settle the grievance filed by the Association with regard to tuition reimbursement for step-children Under Article V,F,2 of the current Association contract in favor of the Association.
 - d) That a four day work week flextime option be made available to Unit III non-classroom faculty (librarians, counselors, professional assistants) which shall include an internal review procedure by the President of the College or his designee if a faculty member's request for this option is rejected by the faculty member's supervisor.
 - e) That the County Executive shall create no obstacle before the Suffolk County Legislature when the State Early Retirement Incentive for Community College employees comes before it is authorized by the S.C.C. Board of Trustees on June 28, 1991.
6. It is agreed that the impact of the lag payroll shall be considered "pension neutral" for the purposes of employee retirement. Such time shall be credited as time worked during the year 1991 although the payment of such wages shall be deferred as previously set forth herein.
 - a) The County shall provide the Faculty Association with an opinion letter from counsels to the New York State Employees Retirement System and the New York State Teachers' Retirement System to the effect that the implementation of the aforementioned lag payroll shall be "pension neutral" and that the days lagged in 1991 shall be recognized and treated as days worked in 1991 and such earnings shall be computed in the earnings of those employees who retired within three years of the actual implementation of the lag payroll. The County through its County Attorney shall provide the Faculty Association with a similar opinion letter as to its understanding

of the impact of the lag payroll upon retiring employees.

- b) For full-time Unit III members who participate in the TIAA-CREF optional retirement program, the County shall make timely payments by December 31, 1991, to the TIAA-CREF optional retirement program on behalf of all those faculty members who participate in this retirement program as if those faculty members had earned-but-not-deferred 10 days pay between August 22nd and December 31, 1991. In addition, the County will make an additional payment to the full-time Unit III member's TIAA-CREF optional retirement program account any time after July 1, 1997 when the bargaining unit member requests payment, retires, or terminates his/her County employment for any reason or when a bargaining unit member terminates his/her employment with the County at any time prior to July 1, 1997. This additional payment shall be calculated to cover the difference between the faculty member's salary rate in effect at the time he/she retires or terminates his/her County employment. The County shall provide the Faculty Association with an opinion letter from the County Attorney that the payment of retirement contributions as described above is acceptable under the Education Law, that the County Comptroller is authorized and will pay such money into the accounts of those affected members and that TIAA-CREF will accept such monies.

7. It is agreed that the County, through the College, shall authorize that adjunct/overload payments for the Fall 1991 semester be made in six (6) equal payments prior to January 1, 1991, and shall not be subject to the deferral of wages as described above.
8. It is agreed and understood that no portion of the savings derived from the Association's agreement to a lag payroll shall be utilized to fund the budget of any other County bargaining unit employees.
9. This agreement represents the entire agreement of the parties and all prior negotiations, representations, memoranda, etc. shall be merged in this writing which may be modified or superseded by a subsequent written agreement executed by the parties hereto.

DATED: August 22, 1991

FOR THE ASSOCIATION:

FOR THE COUNTY:

Ellen Schuler Mauk, President
Faculty Association of
Suffolk Community College

Jeffrey L. Tempera
Acting Director, Personnel &
Labor Relations
Office of the County Executive

Retiree Health Benefit Agreement

This is an agreement by and between Suffolk County and _____, an employee of Suffolk County Community College and a member of the Faculty Association bargaining unit.

Pursuant to the Memorandum of Agreement between Suffolk County and the Faculty Association date August 22, 1991 concerning lag payroll, the County agrees to provide health benefits for _____, and his/her dependents, if applicable and eligible, upon the event of his/her retirement for the remainder of his/her life.

It is understood by the parties that the term "health benefits" is intended to mean:

The same level and extent of health benefits in effect for employees who are actively employed by Suffolk County Community College, pursuant to the Faculty Association Collective Bargaining Agreement, and that the level and extent of coverage will change as changes are made in each succeeding Collective Bargaining Agreement, if any.

It is understood by the parties that the term "retirement" is intended to mean eligibility and retirement into the applicable state retirement system.

It is further understood that upon _____ reaching the age of sixty-five (65) that the insurance shall be provided as a co-insurance to medicare coverage with medicare as the primary coverage.

Suffolk County specifically recognizes that _____, in retiring has relied upon the terms contained in this Memorandum of Agreement.

Dated: _____

Employee's Signature

Dated: _____

Ellen Schuler Mauk, President
Suffolk Community College
Faculty Association

David S. Greene, Director
Suffolk County Executive
Office of Labor Relations

APPENDIX F
PROCEDURES FOR DISABILITY INCOME

I. Application and Processing

1. A full-time faculty member is defined as any Unit III employee receiving full-time pay during the current College fiscal year. For the purpose of this benefit, that employee is covered for disabilities which may occur while actively employed at the time of the injury.
2. A full-time faculty member suffering a disability expected to last in excess of ninety (90) consecutive calendar days should submit a Suffolk County disability claim form through the College Personnel Office sixty (60) days after the disability has begun. The physician's statement on the application must be completed before the form is submitted. The physician's statement must include a diagnosis and the anticipated return to work date. The College Personnel Office representative will review the faculty member's application and physician's statement and complete the employer's certification statement.
3. The College Personnel Office representative will forward the completed application with completed physician's statement and employer's certification to the Office of the Comptroller, Risk Management and Benefit Division, for review and processing not later than seventy-five (75) days after the disability has begun. If approved, the faculty member will receive a daily benefit equal to two-thirds of his/her income to the maximum of \$450 per week effective on the ninety-first (91) day of disability. This income is subject to federal and state taxes. However, Social Security tax (FICA) will be deducted only for the first sixteen (16) weeks of payment pursuant to IRS and Social Security regulations. The faculty member may continue to realize this disability benefit payment for 104 weeks from the date the benefit payment begins, subject to the contract provisions.
4. Should an employee have accruals available beyond the ninety (90) day waiting period, the use of such accruals will be prorated in increments of one-quarter, one-half, or three-quarters day at the employee's option to reflect the disability payment until accruals have been exhausted. Thus, an employee who normally earns \$1,500 biweekly will have accruals adjusted to reflect a \$900 disability payment. In no event will an employee receive an amount greater than the biweekly rate. Should the individual's sick benefits increase the amount received to greater than full pay, the disability payment will be reduced to reflect an amount not greater than full salary. The reduced amount of disability payment will be converted to additional disability and used to extend the 104 week maximum should the disability continue beyond 104 weeks.
5. A faculty member having no sick leave accruals should apply for medical leave of absence, if applicable, under the contract provisions. The payment of disability income does not postpone, mitigate or extend the need to comply with College and contractual regulations or procedures regarding medical leaves of absence.

6. Disability income is a taxable benefit to both federal and state governments. As such, the faculty member must complete and submit with his/her application a W-4S to ensure that normal deductions will be taken from this benefit. FICA must also be deducted from disability income for six (6) calendar months after the calendar month that the faculty member last worked. The federal tax laws do make some provisions for nontaxable disability benefits if, in fact, the faculty member is permanently disabled. Each faculty member receiving disability income should discuss disability tax income provisions with his/her tax advisor.
7. A separate W-2 indicating the disability income received will be issued by the County at the end of the calendar year.

II. Medical Procedure Documentation

1. A faculty member's physician may at his/her discretion submit a supplemental report providing for all the information indicated on the Suffolk County disability form. Additional information as required will be requested by the Risk Management and Benefit Division directly from the faculty member. It is the faculty member's responsibility to provide Suffolk County with all necessary information to substantiate the continuation of the disability claim.
2. By his/her signature on the application, the disabled faculty member is authorizing release of all medical records and documentation relating to his/her disability claim. Medical bills are not covered by disability and must be forwarded to the faculty member's health benefit provider.
3. The County may at its discretion schedule a faculty member for a certifying physician's examination through either the County's medical review physician or an outside medical consultant.
4. Pregnancy situations should be guided by the ninety (90) day rule as indicated in the disability income portion of the contract. The normal time frame for return to work after the birth of the child is directly related to the provisions of the current Faculty Association contract. Any extension to these provisions for maternity will require additional documentation and/or review.
5. Throughout the faculty member's period of disability, the County may at its discretion obtain additional medical certification through consulting doctors and/or County physicians at not less than thirty (30) day intervals. The faculty member must appear for such examinations or face possible suspension of disability benefits.
6. Copies of all correspondence between Risk Management and the disabled faculty member will be forwarded to the College Personnel Office.
7. Departments who utilize Employee Medical Review to screen individuals for a back to work situation must schedule the physical examination through Risk Management. This will enable the proper documentation to be forwarded to Employee Medical Review prior to the physical being conducted. This procedure will minimize complications as the Medical Review doctors will have the necessary documentation to review and certify a faculty member as fit for duty.

III. Acceptance or Rejection of Claim

1. Upon acceptance of the claim, the faculty member will be placed on a special disability income payroll with checks to be issued on a biweekly basis. The initial check will include any retroactive amounts due to the faculty member should the acceptance of the claim have been delayed for documentation or other reasons.
2. A faculty member's claim may be denied if the documentation provided does not substantiate the faculty member's disability. A faculty member's claim may also be denied if it is the opinion of the consulting physician and/or County doctor that the individual is capable of performing his/her normal duties. The County will notify the faculty member in writing of his/her claim denial. Should the County deny a faculty member's claim for disability income, the faculty member will have the right to appeal in writing within thirty (30) days of the receipt of the denial notification to the Office of the Comptroller, Risk Management and Benefit Division. The appeal should include any additional evidence which may substantiate the faculty member's claim. A copy of this appeal should be sent to the College Personnel Office, the Office of Personnel and Labor Relations, and the Suffolk Community College Faculty Association.
3. When such a disagreement occurs, the matter will be referred to a third party physician mutually agreed upon by the Suffolk Community College Faculty Association and the County of Suffolk. The third party physician will be an unbiased doctor or group of physicians. The decision received from the third party consulting physician will be binding.

IV. Recurrence of Disability

1. A faculty member on disability income must be certified capable of returning to work by his/her own physician prior to returning to work. The County may at its discretion decide to obtain a second medical opinion regarding the faculty member's capacity of performing the duties of his/her job.
2. Once the faculty member has returned to work, his/her disability income ceases. Should the faculty member suffer a recurrence of the original disability, based on a new incident, a ninety (90) calendar day waiting period must again elapse before he/she is again eligible to receive disability income.
3. Should the faculty member be unable to perform his/her duties due to the existence of the same condition without further incident, the claimant will receive disability benefits until the original two (2) year period has elapsed without an additional waiting period.
4. Should the claimant suffer a new disability unrelated to the original disability, the normal ninety (90) day calendar period and all procedures as previously stated will apply.
5. In the event that a faculty member suffers multiple disabilities during a similar time frame, the more serious disability will be utilized to determine waiting period and eligibility.

6. If while on disability, a second disability appears which continues to render the faculty member completely disabled, the faculty member will continue to receive disability income without an additional waiting period. In the event of conflict as to which disability should take priority, a third party consulting physician will be utilized to render a determination. The third party physician's recommendation will be binding in these matters. Under these situations, the faculty member will not receive disability benefits for greater than the 104 week period.

7. In the event that the faculty member's original disability ceases but while on disability a second injury or disease has occurred which continues to render him/her disabled, that disability will be treated as an extension of the original problem. All medical documents must be submitted, and certifying examinations will be conducted by the County through Employee Medical Review or an outside consultant as deemed necessary. In no event will the faculty member be paid for greater than the 104 weeks as allowed by contract unless the original disability has ceased, the individual has returned to work and a new disability has occurred requiring a new ninety (90) day waiting period.

**APPENDIX G
PROCEDURES FOR THE HEALTH INSURANCE BUY-IN
FOR ADJUNCT FACULTY**

Pursuant to the contractual agreement between the Suffolk County Faculty Association and County of Suffolk, adjunct faculty members who have served for two semesters within a two (2) year period and have earned more than \$2,000 in the prior academic year are eligible to join the County's health insurance program at the "fund" rate. The adjunct faculty members must pay the required premium by check payable to the Suffolk County Treasurer on a monthly, quarterly or annual basis no later than the fifteenth (15th) of the month prior to the period of coverage. The check should be forwarded to:

Department of Civil Service/Human Resources
Employee Benefits Unit
P.O. Box 6100
North County Complex Building 158
Hauppauge, New York 11788
Att: Adjunct Faculty Premium

e-mail - ebu@suffolkcountyny.gov

An adjunct faculty member who participates in the health insurance program and is no longer eligible to participate, may continue his/her coverage under the COBRA laws by maintaining the premium payment plus the administrative charge as required under the law provided no other coverage exists for that individual. Currently the COBRA law provides for a two percent (2%) administrative charge payment. The health insurance coverage provided to County employees may be modified by the Labor/Management Committee of the Employee Medical Health Plan of Suffolk County without the concurrence or approval of the participating adjunct faculty.

APPENDIX H

PROCEDURES FOR CLASS SIZE COMMITTEE

I. Charge

1. The Class Size Committee shall be charged with the responsibility of reviewing, monitoring and proposing modifications (if and when necessary) to the class size maximums¹ to determine the maximum class size for all credit courses (or courses which are prerequisite for credit courses). Its recommendations shall be forwarded to the Vice President for Academic and Campus Affairs for submission to the College Board of Trustees.
2. To provide for timely and uniform consideration of faculty and administration concerns about class size, the recommendations of this Committee shall not be subject to approval of the individual campus governance bodies. However, as an integral part of its deliberation process and prior to finalizing its recommendation(s), the committee shall provide sufficient time to solicit and consider input from the faculty in the affected disciplines/programs on all three (3) campuses, the governance bodies and/or the appropriate standing committees on all three (3) campuses (or all the campuses which would be affected by a proposed change(s)) and the appropriate academic administrators.
3. In its deliberations, the Committee shall consider the following information:
 - a. appropriate published research;
 - b. maximum class size limitations for similar courses at similar institutions;
 - c. impact on other courses in the discipline/program;
 - d. impact on staffing;
 - e. the fiscal impact;
 - f. physical constraints; and
 - g. total number of students per faculty member.
4. Issues within the purview of the committee are:
 - a. the college-wide class size maximum for each existing course and compliance of new courses to class size standards;
 - b. the examination of categories (and subcategories) of types of course (e.g., lecture, discussion, recitations, laboratory, workshop, seminar, internship, etc.) for all courses currently listed in the College catalog;
 - c. the examination of criteria for ensuring a consistent methodology in class size maximums;
 - d. resolution of governance body disputes over the appropriate category for a proposed new course;
 - e. when, under what circumstances and how exceptions shall be made to class size maximums.

¹ Consistent with its needs, the College has agreed to continue the class size maximums in effect prior to September 1, 1989. These maximums shall serve as interim class size maximum guidelines until new class size maximums are established through this procedure.

5. The Committee will attempt to achieve consensus in all of its deliberations. In the event of a failure to arrive at consensus, the recommendation(s) of a majority of the Committee shall be forwarded to the Vice President for Academic and Campus Affairs for submission to the Board of Trustees along with the Committee's vote on the proposal and a minority report, if one is submitted.
6. The Faculty Association, Governance Body Representatives and the College Administration shall review the Class Size Committee's composition and procedures after a year of operation and shall consider recommendations from the Committee before any changes or modifications are incorporated.

II. Composition

1. The Class Size Committee shall be a college-wide committee consisting of nine (9) voting members selected by the three (3) governance bodies and four (4) non-voting ex-officio members from the College administration. Each governance body shall select three (3) of the voting members to this committee; the method of selection to be determined by each governance body. This selection process may include appointment or election by the governance body from the representatives of the governance body or by virtue of a faculty member's position as presiding officer or chairperson of a standing committee of the governance body or from the campus faculty at large. Of the three(3) members from each governance body, at least two must be full-time Unit III members. Exempt administrators shall be excluded from eligibility for voting membership on the Committee. The non-voting College administration representatives to this committee shall be the Vice President for Academic & Campus Affairs and the Deans of Faculty. The Vice President for Academic and Campus Affairs shall convene the initial meeting of the Committee and hold the election for a chairperson.
2. Faculty members selected to this committee shall serve for two-(2) year terms. In order to provide continuity, the terms of appointment shall be staggered. In order to effect this staggered method, the initial governance body appointments shall include two (2) appointments for two-(2) year terms and one (1) appointment for a one-(1) year term. In the event faculty serve by virtue of a position held in the governance body, then the term of office on the Class Size Committee shall run concurrently.
3. The chair of the committee, who shall serve for a two-(2) year term, shall be elected from the voting members of the committee.

III. Procedure

1. Proposals to change class size maximums for existing courses may be submitted to the Class Size Committee by any professional member of the College community. The author shall distribute the proposal to each member of the affected discipline/program. Such proposals should be signed and submitted in writing to the Committee and shall contain a brief rationale for the proposed change or modification.

IV. New Courses

1. Class size for new courses should follow existing guidelines. At the time a new course is submitted to a campus curriculum committee, the course proposer should submit a copy of the proposal to the Class Size Committee. At this time, the course is not subject to review by the Class Size Committee, as long as it complies with class size guidelines established through this procedure.
2. Once the course has been approved by the local campus curriculum committee, it should be sent to the Class Size Committee for final review to ensure compliance with existing class size guidelines established through this procedure.

V. Timetable

1. Proposals may be submitted to the Class Size Committee, on forms specified by the Committee, in either two (2) cycles, the details of which follow:
 - a. Proposals shall be delivered to the chairperson of the Class Size Committee by September 30 for the fall cycle and February 25 for the spring cycle. If either deadline falls on a weekend or holiday, the Monday following such date shall be the operative date.
 - b. Within seven (7) calendar days of the deadline, the chairperson of the Committee shall forward the proposal(s) and any accompanying documents to the Presiding Officers of each governance body, in the event more than one (1) discipline is affected, to faculty in the other affected disciplines/programs. Each Presiding Officer shall be responsible for providing the proposal and accompanying material to the members of the appropriate committee(s) within his/her governance body.
 - c. If the proposal is submitted in the fall cycle, affected disciplines/programs/committees shall have until February 1 to collect the required data to defend or refute the proposed changes and to submit their report with appropriate documentation or to present their comments and concerns to the Committee. If the proposal is submitted in the spring cycle, the affected parties shall have until September 10 to submit a report, make comments or raise concerns.
 - d. Disciplines/programs which require additional time to document their case may request an extension of the deadline up to an additional thirty (30) calendar days from the Committee.
 - e. After the Class Size Committee has received all the documentation on a specific proposal, including comments, if any, from each governance body, the Committee shall begin its deliberation of the proposal(s).

- f. If insufficient data is presented to support the proposed changes/modifications, the Committee may request additional information from the affected disciplines/programs or it may recommend to the Vice President for Academic Affairs that the proposal be rejected for insufficient data. The Vice President for Academic Affairs shall respond, in writing, to the Committee's recommendation within ten (10) days. Any proposal rejected for insufficient data by the Committee which has the concurrence of the Vice President for Academic Affairs may not be resubmitted for at least two (2) years.
- g. The deliberation of the Committee shall culminate in a vote on the merits of the proposal by April 25, if the proposal is submitted in the Fall semester cycle, and by December 1 if the proposal is submitted in the Spring semester cycle. Such vote and the Committee's recommendation(s) shall become part of the official record of the proposal.
- h. The Committee's recommendation(s) shall be forwarded to the Vice President for Academic Affairs for submission to the Board of Trustees. The Vice President shall provide a response to the Committee's recommendation(s) by May 30, if the initial proposal was submitted during the fall cycle, or by January 10, if the initial proposal was submitted during the spring cycle.

APPENDIX I
EDUCATIONAL REQUIREMENTS FOR PROMOTION

In the Fall of 1993 the College's V.P. for Management & Planning, V.P. for Student Affairs and the Chair of the FA's College Personnel Committee met to codify and put all the promotion "understandings" in one document. During the discussions the FA's Executive Council was apprised of the outcomes. On December 3, 1993 the College's Board of Trustees approved the Educational Requirements for Promotion. Below you will find these requirements and the educational requirements as they apply to various disciplines.

1. An earned Doctorate (i.e., including M.D., D.D.S., J.D., D.V.M., D.O.) from a regionally accredited institution of higher education shall satisfy the requirement for a Master's Degree plus any number of credits.
2. To satisfy the requirement for a Bachelor's, Master's, or Doctoral Degree, said degree must be awarded by a regionally accredited institution of higher education, and it must be in the field of the candidate's primary professional responsibilities.
3. To satisfy the requirement for credits beyond a Bachelor's or Master's Degree, all credits must be in the field of the candidate's primary professional responsibilities, or in areas which are clearly related to the candidate's primary responsibilities (e.g., cognate subjects). Candidates are encouraged to seek approval from the appropriate Dean, Executive Dean, and Vice President before undertaking such graduate coursework.
4. In special circumstances, up to 25% of the additional credits indicated beyond the Master's Degree may be undergraduate hours in the candidate's field or in an area relevant to the candidate's position at the College.¹ Note that such undergraduate hours must be attained after earning the Master's Degree. In addition, a letter of intent outlining such a program of study must be filed and approved by the appropriate Vice President in consultation with the Chairperson of the College Peer Personnel Committee.
5. Individuals who hold a license, as provided by Article VII of the Education Law (as adopted 1978) which has a prerequisite of a Bachelor's or higher degree, shall be deemed to have satisfied the requirement for 15 credits. (Examples: P.E., Professional Engineering; C.P.A., Certified Public Accountant; C.S.W., Certified Social Worker, etc.)

¹ Note that a candidate may not substitute more than 50% of the additional credits indicated beyond the Master's Degree through any combination of undergraduate hours, work experience, performance, and continuing education credits.

Individuals who are National Certified Counselors through the National Board for Certified Counselors (NBCC) shall be deemed to satisfy the requirement for six credits. Individuals who are certified in a specialty area through the NBCC (i.e., in addition to National Certified Counselor status) shall be deemed to have satisfied the requirement for three additional credits. Note that under no circumstances can an individual receive more than 15 credits through any combination of licenses and/or NBCC certification.

6. A Master's of Fine Arts (MFA) shall be considered the equivalent of a Master's degree plus fifteen (15) additional credit hours toward promotion in rank.
7. For adjuncts only hired before 9/1/00, an MA/LS with at least twenty-four (24) credit hours of coursework in the appropriate discipline shall satisfy the requirements for a Master's degree for promotion, allowing the adjunct with these credentials to have the minimum educational requirements to be eligible for promotion to assistant professor.
8. Where "experience" can be substituted for course credits, one year of postmasters, external experience shall be counted as the equivalent of one credit, subject to the restrictions stated in (a) - (d) below as determined by the appropriate Vice President after consultation with the Chairperson of the College Peer Personnel Committee. Such experience must be fully documented by the employer in writing, including dates of employment, description of job responsibilities, and number of hours worked per week.

Note that work experience used at the time of hiring to bring an individual in a higher step cannot be used as a substitution for course credits. In addition, once an individual is a full-time employee of the College, he or she may not accumulate more than one-half year of work experience towards promotion in any given contract year.

- (a) In the Business-related areas, the experience must be at the managerial level, or involve significant decision making authority and personnel supervision, or involve the actual performance of professional duties (e.g., in the case of Attorneys or Certified Public Accountants).
- (b) In the Engineering-related areas, the experience must involve research and development, or engineering design, or industrial production responsibilities, which are directly related to the subjects being taught at the College.
- (c) In the Health-related areas, the experience must involve actual professional practice in the area being taught at the College.
- (d) In the Counseling area, the experience must be at a professional level in an area or position which enhances, and is directly related to, an individual's primary work responsibilities at the College.

9. Where "performance" is substituted for course credits² (e.g., publication, exhibit, concert, etc.):
 - (a) The faculty member shall submit formal application with Form A for such substitution.
 - (b) Every item or event shall be evaluated independently by the appropriate College Administrator and the Peer Personnel Committee, with a recommendation as to credit equivalence.
 - (c) Final determination credit equivalence will be made by the appropriate Vice President after consultation with the Chairperson of the College Peer Personnel Committee.
10. Where appropriate, up to 25% of the additional credits indicated beyond the Masters Degree may be continuing education credits (CEU's).³ The formula used in such cases will be 30 clock hours of CEU's for each graduate credit. Requests to substitute CEU's for course credit must be fully documented by the candidate (i.e., description, proof of attendance, number of hours, etc.)
11. In highly extraordinary cases, major publications or exemplary contributions to the fields of research judged to be the equivalent of formal graduate study, may be substituted for part of the coursework (as distinct from degree requirements) indicated. Such substitution shall be permitted only on rare occasions and only when approved by both the appropriate Vice President and the Chairperson of the College Peer Personnel Committee.
12. In all cases where a candidate is requesting to substitute either undergraduate hours, work experience, performance, and/or continuing education credits for graduate credit, the request should first be sent to the appropriate Dean and Provost for campus review. Following this campus review, the request will be forwarded to the appropriate Vice President who, after consulting with the chairperson of the College Peer Personnel Committee, will make a final determination in the matter. Note that, where appropriate, candidates are encouraged to request prior approval for the above-mentioned activities.

² Note that a candidate may not substitute more than 50% of the additional credits indicated beyond the Master's Degree through any combination of undergraduate hours, work experience, performance, and continuing education credits.

³ Note that a candidate may not substitute more than 50% of the additional credits indicated beyond the Master's Degree through any combination of undergraduate hours, work experience, performance, and continuing education credits.

EDUCATIONAL REQUIREMENTS FOR PROMOTION

Promotion Area	To Assistant Professor	To Associate Professor	To Professor
General requirement: applies to all facul unless exception cited below.	Masters	Masters + 18	Masters + 36
English, Art and Music: may substitute for general requirement the following:	Masters or Bachelors + 24 and performance	Masters + 18 or Masters + 9 and performance	Masters + 36 or Masters + 21 and performance
Business related areas: may substitute for general requirement the following:	Masters	Masters + 18 or Masters + 12 and experience	Masters + 36 or Masters + 24 and experience
Engineering related and technology areas: may substitute for general requirement the following:	Masters or Bachelors + 24 and performance	Masters + 18 or Masters + 12 and experience or Bachelors + 36 and experience	Masters + 36 or Masters + 24 and experience
Health-related areas: may substitute for general requirement the following:	Masters or Bachelors + 24 and performance	Masters + 18 or Masters + 12 and experience or Bachelors + 36 and experience	Masters + 36 or Masters + 24 and experience
Counseling: may substitute for general requirement the following:	Masters	Masters + 18 or Masters + 12 and experience	Masters + 36 or Masters + 24 and experience

APPENDIX J
DISTANCE EDUCATION

I. Definition:

The term "Distance Education" (hereafter referred to as DE) refers to instruction which links any SCCC campus or other SCCC instructional sites to one another and/or to remote facilities located at off-campus locations. It shall include but not be limited to interactive video transmission, online courses, telecourses and/or any combination of these multimedia delivery systems. These systems may be synchronous or asynchronous.

II. Distance Education Course Development:

- A. Course development is recognized as either 1) creating a new course, or 2) converting or adapting an existing course to a distance education format.
- B. Departments shall determine which existing courses are appropriate to be offered in a DE format; shall initiate the approval process for new DE courses within the discipline and shall determine how many DE courses can be offered each semester. Such determinations shall follow existing College course offerings, development and approval processes.

III. Assignments:

- A. All DE courses offered by the College shall be taught by Unit III faculty members.
- B. No faculty member shall be required to teach a DE format course.
- C. Assignment to teach a DE format course shall be based on a faculty member's request, proficiency that is either demonstrated or certified, and seniority.
- D. For the purposes of assignment and seniority, DE courses shall be treated as special topics courses and shall follow the existing College procedure for the assignment and duration of such assignment. (I.e., if more than one faculty member in a discipline requests to teach an existing course in the DE format, the most senior faculty member making the request will be assigned the course for a period not to exceed two semesters, at the end of which the next most senior faculty member making the request will be given the assignment. When all faculty members in a discipline have been given the opportunity to use a DE format, the future assignments for DE formats shall be based on seniority.)
- E. Synchronous and asynchronous DE courses shall not be rebroadcast without the expressed written approval of the faculty member who taught the course.
- F. The College shall not sponsor a DE course offered by any other institution or provide a reception site for any course that would compete with an SCCC course currently being taught and/or listed in the College catalog.

IV. Class Size:

- A. The class size maximums in effect for existing courses shall apply to such courses that have been converted to a DE format.
- B. Class size maximums for new courses developed for a DE format shall be determined through the existing College curriculum development procedures.
- C. During the pilot project effective January 1, 1999 through August 31, 2006, the class size maximums for asynchronous courses shall be 2/3 of the maximum for a corresponding or similar course that is taught in a traditional format.

V. Distance Education Formats:

- A. **Telecourses** are commercially prepared courses that SCCC has purchased and offer to enrolled students via video transmission. Such courses require an on-campus component which shall be taught by an SCCC faculty member. Five (5) campus meetings are required for each three credit hour telecourse offering; seven (7) for a three credit hour course with a lab component. For telecourses that are fewer or more than three credit hours, a proportional number of on-campus meetings will be required.

- 1. Assignments to telecourses shall be based on seniority.
- 2. Faculty members who teach telecourses shall be accessible to their telecourse students in between on-campus meetings, which may include e-mail, voice mail or telephonic communication or in-person consultations, to be determined by the individual faculty member.
- 3. Faculty members shall be compensated at the contractual credit hour rate for their rank per course for each telecourse taught.

- B. **Synchronous distance education courses** are generally live interactive video transmissions to one or more instructional sites.

- 1. Initially two (2) remote sites shall be used for any one synchronous DE course.
- 2. Each site shall include appropriate support staff:
 - a. An audio-visual professional assistant shall be made available at each site for technical support at both the beginning and the end of each transmission and for assistance during the transmission.
 - b. The College shall provide other non-faculty staff assistance to distribute, collect and fax materials at remote sites and to proctor tests/exams at the remote sites, as required by the instructor.
 - c. The College shall also provide other staff assistance as necessary for safety and security concerns at remote sites.
- 3. Faculty members who teach synchronous distance education courses shall be accessible to their students through e-mail, fax, voice mail or telephonic communication or through in person consultations, to be determined by the individual faculty member.

4. No synchronous DE course shall be taped without the faculty member's permission.

C. **Asynchronous distance education courses** are those that are not conducted in real time. The course content, assignments and all student/student or student/faculty interaction is conducted online via computer over the Internet.

1. Online courses are faculty developed.

2. Faculty who teach asynchronous distance education courses shall be accessible to their students through the various dial up modes of communication, such as e-mail, fax and/or voice mail.

VI. Intellectual Property

A. Faculty (individually or as a team) who convert or develop alternative delivery instructional materials for a course, part of a course or other instructional materials into an alternative instructional delivery mode shall retain ownership of such materials and exclusive use thereof (except as provided herein) provided, however, that neither the College nor College students shall have to pay a licensing fee for the use of such materials in connection with a course taught at the College.

B. If the College initiates or provides unusual or extraordinary support not accessible to all faculty, then the College will enter into an ownership agreement with the faculty member using guidelines developed by the Joint Labor/Management Committee. Such guidelines may include such principles and policy positions as developed by the SUNY/CUNY/California State University Consortium for Educational Technology in University Systems.

VII. Training/Faculty Development/Course Modification/Course Development

A. The College shall provide periodic general training for the various DE formats for faculty on all campuses.

B. The College Distance Education Committee shall be charged with establishing guidelines to determine the level of technological proficiency required by a faculty member in order to teach a course in any one of the DE formats.

C. From January 1, 1999 through August 31, 2006, a pilot project shall be created to encourage faculty to develop synchronous and asynchronous courses and other innovative technological instructional materials/tools. Under this pilot project the following provisions shall be instituted:

1. The first time a faculty member is selected to teach a synchronous or asynchronous DE course, he/she shall receive three (3) credit hours of either release time or overload compensation the semester prior to the DE assignment for the purposes of training and/or course modification. Such training may also include proficiency training for the DE format of the course.

2. Under Article V,D, 5 up to \$10,000 per year of the total amount allotted to Faculty Development and Retraining Leaves shall be set aside for faculty

members to take courses pursuant to each applicant's plan to enable said applicant to teach or develop DE courses. Tuition for courses taken for this approved purpose shall be reimbursed at the 100% level.

VIII. Labor/Management Committee on Technology and Distance Education

A. Charge

The parties recognize that technological change may affect the terms and conditions of employment and professional duties and responsibilities of the faculty. The parties also recognize that issues involved with technological change and their impact on faculty are evolving and may not be anticipated or cannot be appropriately researched and resolved during the current round of bargaining. With this in mind, the parties agree to establish a Labor/Management Committee on Technology and Distance Education. This joint committee shall address itself to any issue concerning or related to information technology, technological change and distance education in the College where there may be impact on the terms and conditions of employment and professional responsibilities of members of the bargaining unit.

B. Issues

In keeping with this understanding, the joint committee shall consider and make recommendations to the parties with copies to the governance chair(s) respecting the following:

1. College technology and distance education goals and long range planning policies and their relationship to and impact on professional responsibilities and terms and conditions of employment;
2. How support services, training opportunities and proficiency qualifications for faculty can be developed and enhanced;
3. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved;
4. Compensation and workload which may include the number of sites and other factors that also affect workload;
5. Issues which are directly related to class size may be referred by the Labor/Management Committee to the Class Size Committee;
6. Policies regarding privacy, security and surveillance of electronic work activities as they affect distance education, such as e-mail, Internet access, usage, etc.;
7. Policies regarding ownership of intellectual property;
8. Policies and communication with regard to the use and retention of material used in the distance education format;
9. Policies regarding reciprocal agreements with other institutions regarding distance education courses.

C. Composition and Responsibilities

1. Within thirty days of the signing of this agreement, the College and the Association agree to form the Labor/Management Committee on Distance Education and Technology. This committee shall consist of four (4) members appointed by the Association and four (4) members appointed by the College Administration and shall meet regularly throughout the year. Either party can call a meeting with at least seven (7) days notice.

2. The Labor/Management Committee shall have the authority to develop policies and procedures regarding technological change and distance learning applications that are consistent with the terms and conditions of this agreement.
3. The Labor/Management Committee shall not have the authority to add to or modify in any way the terms of this agreement. It shall function in an advisory capacity to the Association and/or the College with regard to technology and distance education issues that affect or have an impact on the working conditions of faculty.

D. **Reopener**

This provision may be reopened by mutual agreement during the time of the 2001-2005 Agreement.

APPENDIX K
TENURED FACULTY DEVELOPMENT GUIDELINES

Preamble

As agreed in the 1991-1997 Contract between the County and the Faculty Association, tenured faculty will be assessed on a regular basis. The order of who will participate in the process each year will be determined by seniority, and the assessment will not be used for disciplinary purposes nor will it be part of the personnel file.

These "Guidelines" include the purposes or goals of the assessment (called the development process), the creation of the team, suggestions of methods, the results of the process, and a timeline for the process.

It is the conviction of the Committee writing these "Guidelines" that the assessment process can and should be an opportunity for all our faculty members to celebrate their strengths and successes, and to design a roadmap with new milestones on a journey of self-examination and inspiration.

I. The Purposes of the Development Process for Tenured Faculty.

- A. To encourage self-assessment
- B. To reinforce strengths and offer new directions
- C. To foster and maintain excellent performance, **not** to review tenure
- D. To facilitate continued faculty development in a supportive and humane way.

II. The Participants.

The faculty member will select a peer. The faculty member, his or her peer, and an administrative designee will work as a team to develop an assessment process. Depending on the faculty member's area of professional responsibility, either the Dean of Faculty or the Dean of Students will name an administrator to work with the faculty member and the peer on the assessment team.

III. The Development Process Cycle.

The assessment process will take place during the Spring semester, beginning with Spring 1996. Because of the number of faculty to be engaged in the process, the first round may take seven years to complete. In the first round, up to forty faculty members (in order of seniority) will be involved each year.

IV. Methods of Procedure.

Performance of professional duties, service, and professional growth are the major areas of importance. The assessment process cannot be limited to a single procedure.

The team will design a plan for accomplishing the purposes of the development process, which will be submitted to the appropriate Dean. The plan will use one or more of the following:

- A. **Portfolio Method.** For details see Appendix: Possible Items for Inclusion.
- B. **Traditional Method.** Use techniques similar to those used for promotion.

- C. **Other Methods.** The team may create, use, or modify other methods and practices that seem appropriate to accomplish these purposes.

V. The Assessment Process.

The appropriate Dean will review the plan with the faculty member and make recommendations to her or him that are designed to further the faculty member's growth as a professional.

The outcome of the assessment process is not to be used for disciplinary purposes and shall not be part of the personnel file. The plan submitted to the Dean shall be transferred to and retained in the Faculty Association's office after completion of the process and consideration by the Dean. Thereafter, the outcome plan shall be available to the faculty member, the Faculty Association President or his/her respective designee, and the President of the College or his/her respective designee.

VI. Timeline.

- A. In May of each year, each faculty member to participate in the upcoming development process cycle will be notified by the Dean of Faculty or the Dean of Students, as appropriate.
- B. In October of that year, the faculty member will select a peer, and the appropriate Dean will designate an administrator.
- C. By December 1st of that year, the team will submit their plan for the process to the appropriate Dean for comment.
- D. By May 15th of the next calendar year, the team will submit the outcome of the process to the appropriate Dean. An extension of up to thirty days (June 15th) will be approved on request.
- E. It is recommended that the Dean and the faculty member hold a conference by the end of that semester to provide closure for the process.