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**IDnum** 372    **Language** English    **Country** United States    **State** NY

**Union** Faculty Association of Suffolk County Community College

### Local

Occupations Represented
Teachers—postsecondary
Librarians

**Bargaining Agency** Suffolk County, NY

**Agency industrial classification (NAICS):**

61 (Educational Services)

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**Notes**

**Contact**

**Full text contract begins on following page.**

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AGREEMENT made as of the 1st day of September 1, 1991,  
by and between

THE COUNTY OF SUFFOLK  
(hereinafter referred to as "County" and/or "College")

and  
THE FACULTY ASSOCIATION  
SUFFOLK COUNTY  
COMMUNITY COLLEGE  
(hereinafter referred to as "Association")

● Preamble	● Article 1 Recognition	● Article 2 Rights of the Association and Members
● Article 3 Deductions for Professional Dues	● Article 4 Conditions of Employment	● Article 5 Faculty Benefits
● Article 6 Grievance Procedures	● Article 7 Faculty Status	● Article 8 Rights of Administration
● Article 9 Term of Agreement	● Appendix A Salary Schedule	● Appendix B AAUP's Statement on Principles of Academic Freedom and Tenure (1940)
● Appendix C Professional Assistants	● Appendix D Job Share	● Appendix E Lag Payroll Memorandum of Agreement
● Appendix F Procedures for Disability Income	● Appendix G Procedures for Health Insurance Buy-In for Adjunct Faculty	● Appendix H Procedures for Class Size Committee
● Appendix I Educational Requirement for Promotion		

## **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 agreement is entered upon to enable the professional employees represented by the Faculty 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 1-Recognition**

The Faculty Association of Suffolk County Community College has been recognized as the exclusive representative of County 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

Professional Assistants (PI, P2, P3)

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 strike.

## **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 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 faculty mail boxes 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 and shall be entitled to the same rights as guaranteed in Article VI, Section III, (3.6). 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 prerequisite 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 which 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 no later than Spring, 1990.
2. Except for pre-employment information received marked confidential, the 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:
  - o a. Application for employment with placement records (if any) and transcripts of academic record, not marked confidential;
  - o b. Medical records;
  - o c. Copies of all evaluation reports and recommendations concerning the faculty member's professional competence at this institution;
  - o d. Copies of all annual contracts and continuing appointment contracts where applicable.
3. Documents placed in a faculty member's personnel file shall be limited to matters relating to his/her employment at the College.
4. 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.
5. 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.
6. All documents in the personnel file filed subsequent to September 1, 1980, shall be dated and numbered sequentially.
7. All unsigned communications shall be destroyed.
8. 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.
9. Dated documents shall be placed in a faculty member's personnel file no later than six (6) months following receipt by the administration.
10. 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.
11. The only documents which 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.
12. A faculty member shall be notified in writing prior to his/her personnel file 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 the 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 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. Effective September 1, 1994, the Association shall have available a total of thirty-nine (39) credit hours of released time per semester for assignment by the Association, at its option, to Association officers and representatives upon prior notice to the College.

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 for the Association the evaluation of tenured faculty

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.

## **ARTICLE III-Deductions for Professional Dues**

A. The Comptroller of the County of Suffolk shall deduct from the salaries of faculty members dues as said faculty members individually and voluntarily authorize the deductions in writing or agency fees for the Faculty Association of Suffolk County Community College, 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 shall change 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 biweekly the amount so deducted to the Association. 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 between September 1 and September 30 of any given year. In the event a faculty member withdraws his/her dues authorization within the time limits stipulated, 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 Comptroller of the County of Suffolk 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 Unit III 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, bargaining unit employees shall be permitted to participate on the same basis as available to other County employees.

## **ARTICLE IV-Conditions of Employment**

### A. Basic Load.

1. Full-time classroom faculty shall have a maximum load of sixty (60) hours for any two (2) consecutive school years, with no more than thirty-two (32) teaching hours in any school year and with no more than eighteen (18) teaching hours in any one (1) semester.
2. Members of the English Department shall have a maximum load of forty-eight (48) hours for any two (2) consecutive school years, with no more than twenty-four (24) teaching hours per academic year and with no more than fifteen (15) teaching hours in any one (1) semester.
3. Teaching hours include any regularly scheduled instructional activity adjusted according to the following formula:

one contact hour with

1 - 50 students - 1 teaching hour

one contact hour with

51 - 100 students - 1-1/2 teaching hours

one contact hour with

101 or more students - 2 teaching hours

4. Heavy Load. Classroom faculty who are scheduled for a heavy load in one (1) semester, upon request and with the approval of the Dean of Instruction, shall have the option for a three (3) or four (4) day schedule in the following semester. Accommodation shall be in accordance with Article IV, K.
5. Reduction in Load. In the areas designated by the College and with the approval of their immediate supervisor and the College Administration, faculty members may elect up to a maximum of two (2) courses or a forty percent (40%) reduction of their basic load. During the period of reduced load, the base salary, sick and personal leave benefits, and office hour and advisement responsibilities of the faculty member shall be reduced proportionately. Reduced loads shall be assigned when requested by the faculty member except when to do so would interfere with the orderly function of the department or area.
6. Any reduction in load shall be determined by mutual agreement between the faculty member and the appropriate administrator.
7. Full-time librarians and counselors shall work thirty-five (35) hours per week, assignable daily between eight o'clock (8:00) a.m. and six o'clock (6:00) p.m., including a meal period. They shall work a total of thirty six (36) weeks, but the College will have the right to assign the weeks to be worked for the discipline in order to ensure continuous coverage for library and counseling services from ten (10) or fewer 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. They shall have twelve (12) paid holidays each academic year as mutually agreed by the parties by September 1 of each year. There shall be no reduction during the life of this agreement in the counseling staff except by attrition.
8. 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.
  9. 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.
  10. 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 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. 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.)
  11. Full-time 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. Professional assistants shall have twelve (12) paid holidays each year as mutually agreed by the parties by September 1 of each year.
  12. Full-time professional assistants shall be compensated on an overload basis for work done in addition to his/her work basic load, as set forth in Appendix A annexed.
  13. The work year for ten (10) month 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. The College agrees to notify ten (10) month professional assistants of the starting date of the new year by the preceding June 1st of each year.
  14. 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 annexed. They shall have thirteen (13) paid holidays as mutually agreed by the parties by September 1 of each 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.

15. All employees covered by this agreement, who are scheduled to work, shall be excused from duty on days when classes are cancelled and classroom faculty are excused from attending.
16. Reassigned Time. Two (2) Faculty Association designees shall participate with the Vice President for Academic Affairs and the three (3) Provosts in the six (6) person advisory committee on reassigned time.
17. High School Programs. The College Administration may initiate a reopener during the life of the contract 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 Instruction, 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 less than two (2) course preparations, nor more than three (3) course preparations, unless the faculty member should request an excess thereof, it being understood that a preparation is any lecture, class, recitation or laboratory.
2. Unit members are encouraged to take advantage of pursuing advanced degrees, engaging in research relevant to their professional duties or performing in related community service projects. Whenever possible, the appropriate supervisor will arrange a schedule to accommodate unit members in these endeavors.

D. Master Schedule. The Director of Academic Scheduling shall furnish a copy of the Master Teaching Schedule upon request of the Faculty Association.

E. 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.

F. 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 his/her 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 less 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.

#### G. 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 changes and suggestions to the Administration 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.

#### H. 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 Faculty Association President or Executive Vice President shall serve on said 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 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. 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 Faculty 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 position within Unit III shall occur, the chairperson of the Peer Personnel Committee (or in the event of the unavailability of the chairperson of the Peer Personnel Committee, the chairperson of the College Personnel Committee) shall have the right to inspect all applications for the position(s). Upon inspection, the chairperson shall have the right to make recommendations for interview. Five (5) recommendations from a Peer Personnel Committee for each vacant faculty position shall be offered an interview. The Peer Personnel Committee recommendations shall not be construed as in any way limiting the decision of the College in filling the position.

c. Representatives of the College Personnel Committee shall be given the opportunity to attend the interview of applicants. Reasonable attempts will be made to schedule hiring interviews when members of the Committee can be present. Reasonable advance notification of a scheduled interview shall be transmitted in writing to the chairperson of each committee.

d. Upon written request, interviews of available applicants shall be offered to full-time faculty, adjunct faculty and outside applicants, in such order.

e. Every effort will be made to hire minority group members.

4. Establishment of new P3 Professional Assistant Positions, Procedures for Filling them, meeting Minimum Qualifications, and Resolution of Disputes. (SEE APPENDIX C .)
5. Department Heads.

a. In the last year of the appointment of a Department Head or Assistant Department Head, but no later than May 1, the Department (including all Professional Assistants) shall hold an election, the results of which shall be made known to Department members and submitted to the President. The submission shall consist of the names of two (2) persons who shall be deemed nominated for the position with the number of votes received by each. At his/her discretion, the President may recommend one of these individuals for appointment by the Board of Trustees.

b. The full-time department members shall be notified at least three (3) weeks prior to election of a Department Head and/or Assistant Department Head.

c. Upon request of either party, the parties will meet to negotiate over the selection of department heads.

6. 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 Instruction 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 Instruction or equivalent administrator and submitting supplemental material if necessary.

b. 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 Instruction or equivalent administrator and to the chairperson of the College Personnel Committee. The Dean of Instruction 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.

c. Such transfer, if granted, shall be in accord with Article IV, K. Upon transfer, the faculty member shall be observed for a period of two (2) semesters. At the end of this period, the Dean of Instruction 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 of return to his/her previous discipline with no loss of rights or benefits.

d. 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 Faculty Association.

e. 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

f. A transferred faculty member shall retain the seniority in the discipline he/she held originally.

g. 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.

h. A faculty member transferred prior to September 15, 1980, or covered under the provisions of Article IV, K, paragraphs 3 and 4, shall not be subject to the restrictions above.

i. Effective September 1, 1994, faculty on temporary appointments shall not have the right to transfer discipline or campus during their first two (2) years of such appointment. This shall apply prospectively to existing temporary appointees hired after 1/1/94. 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 made vacant by a faculty member 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 Article IV, K.

I. 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 Statement on Academic Freedom is hereby adopted and made part of this agreement as Appendix B.

J. 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.

#### K. 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, transfers among campuses 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. 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.
4. Members of the College Administration appointed subsequent to October 10, 1974, who have never performed Unit III services at Suffolk County Community College shall not be covered by nor enjoy the rights and accumulations set forth in Nos. 1 and 2 above.

L. 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.

M. 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 (constructed by spring 1985) shall be provided to each adjunct faculty member.

N. Child Care. A committee shall be established consisting of three (3) members appointed by the President of the Faculty Association and three (3) members appointed by the President of the College to investigate the desirability and feasibility of the establishment of Child Care Centers on a self-sustaining basis on the Western and Eastern Campuses. The report of such committee and dissents, if any, when concluded shall be delivered to the President of the College with copies to the Chairperson of the Board of Trustees and President of the Faculty Association before January 1, 1986.

## **ARTICLE V-Faculty Benefits**

### A. Salary and Assignments: Full-Time.

1. Base and overload salary for full-time faculty covered by this agreement 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 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 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, K.
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. This study shall be completed in the following semester, and the provision shall expire unless both parties agree to continue this provision.

### B. Salary and Assignments: Adjunct.

1. The per credit hour salary for adjunct faculty covered by this agreement 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 the 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 Faculty 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 Faculty 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 (i.e., 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) semesters 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 hours (or twenty-four (24) or more 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 credit 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 Faculty Association with a copy of the current seniority print-out 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 taught.

#### C. Longevity.

1. Effective September 1, 1994, full-time faculty members shall receive longevity based upon the following schedule:

Years of County Service Amount

10 - 14 \$ 750.

15 - 19 \$1250.

20 - 24 \$1750.

25+ \$2000.

2. "Service" shall mean total years of paid service at the College except when service was immediately preceded by continuous years of service in the County of Suffolk. In such cases, longevity shall be calculated based upon years of service in 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 checks 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 which 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, disability or personal reasons unless the course meets only once per week and, in such case, only one (1) absence per course per semester shall be paid for.

2. Compassionate Leave

a. On a case-by case basis as approved by the Association and the County, a full-time Unit III member shall be permitted to contribute his/her unused sick days to another full-time Unit III 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 Unit III member is eligible to receive or contribute sick days under this provision.

iii.) Contributions of sick time by a Unit III 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 Unit III member.

v.) Once a situation has been identified, the College will notify all full-time Unit III 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 Unit III 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 Unit III 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 contributions by a Unit III member in 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 disbursement shall be considered confidential, but the Association has the right to review the records.

ix.) A Unit III 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 Unit III 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 Unit III 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 intended in this provision.

xi.) Matters relating to the catastrophic sick leave pool provision shall not be subject to Article VI of this contract.

### 3. Personal Leave.

a. For full-time faculty, upon prior notification, personal leave shall be permitted for matters which 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. Full-time classroom faculty shall be entitled to four (4) personal days per year. All other full-time Unit III faculty shall be entitled to five (5) personal days per year.

c. 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 meeting as well.

d. 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. A Sabbatical Review Committee of four (4) members appointed by the President of the Association and four (4) members

appointed by the Administration will make advisory recommendations to the President for those candidates who have identical seniority status, after the seniority provisions have been applied. The Board, upon recommendation by the President after receiving the recommendation of the Review Committee will grant sabbatical leaves of absence for full-time faculty members, including professional assistants, in accordance with following specific provisions:

a. The number of sabbatical leaves shall be limited to five (5%) percent of the full-time faculty each year. Any fraction shall be resolved to the nearest whole number. In the initial distribution, not more than one-half (1/2) of the sabbatical leaves granted shall be for the term of one (1) semester. Seniority in service shall be considered in the granting of such leave.

b. Full-time faculty members, including professional assistants, on continuing appointments shall be eligible for sabbatical leave after each six (6) years of continuous service at the College.

c. Sabbatical leaves shall be allocated between faculty applying for first sabbaticals and faculty applying for second or later sabbaticals according to the following procedure:

i. The primary criterion shall be years of continuous service to the College, either since joining the faculty (for a first sabbatical) or since returning from a previous sabbatical (for a second or later sabbatical).

ii. If the application of the first criterion makes eligible more faculty of equal seniority than there are sabbaticals available, total sabbaticals shall be allocated in the following way: The number of faculty awarded first sabbaticals shall be the ratio of faculty seeking first sabbaticals to the total number of faculty eligible according to Criterion No. i, times the remaining awards.

iii. The number of faculty awarded second or additional sabbaticals shall be the ratio of faculty seeking second or additional sabbaticals to the total number of faculty eligible according to Criterion No. i, times the remaining awards.

iv. College seniority, as defined in Article IV, Section K above, shall determine precedence within the first and second sabbatical group.

v. In the event that full-year sabbaticals are not awarded based on the criteria cited above, the following procedures shall apply: Every two full-year sabbaticals unawarded shall be converted into one (1) half year sabbatical. These converted sabbaticals shall be awarded on a competitive basis as determined by the Sabbatical Committee.

vi. All eligible faculty members who requested half-year sabbaticals by the deadline date and who have not been awarded a half-year sabbatical are eligible to be considered for the conversion sabbaticals. These faculty members shall be given three (3) weeks to revise, if

necessary, their original sabbatical requests. The Sabbatical Committee shall then review these applications and make its recommendation(s) to the President.

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

f. 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.

g. 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 Provost's office by October 15 and acted upon by the Board by March 1 of each year.

h. 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 (i.e., teaching methods courses), or to an approved retraining program. The Sabbatical Committee by majority vote may also require additional information from the applicant.

i. Sabbatical leaves may be deferred by the Administration if, in the judgement of the President, the granting thereof would adversely affect a department or program of the College. However, if a department 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 department 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 Unit III members during that academic year.

j. 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. 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 of death. At the conclusion of one year of full-time service following sabbatical leave, the documentation will be returned to the faculty member.

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 seventy-five dollars (\$75.00) per credit and fifty percent (50%) tuition above that amount, and up to seventy five-dollars (\$75.00) 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 disciplines 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 not 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 Suffolk 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 dollars (\$25,000) per year commencing September 1, 1994. 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. 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.

7. 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 illnesses, 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 Personnel and 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 Personnel and Labor Relations state, in writing, the basis of their decision.

8. 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.
9. Extended Leave. The College, at its discretion, may authorize extended leave for any of the above clauses in those cases where conditions warrant it.
10. Leave Deductions. In no case shall leave be deducted from vacation days or holidays unless agreed to by the faculty member.

11. 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. 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 one (1) course offered in the College per semester, provided the faculty member secures prior approval from the Dean of Instruction 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 twenty-four (24) credits per year and adjuncts are entitled to a maximum of twelve (12) 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 Instruction, dependent children and spouses shall not take courses taught by parents or spouses.

#### G. Attendance at Conferences.

1. Effective September 1, 1994, the County agrees to reimburse a full-time faculty member for expenses up to Four Hundred (\$400.00) Dollars 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. 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.
3. The County agrees to set aside Four Thousand (\$4,000.00) Dollars per year to reimburse Unit III faculty whose total allowable expenditures for an approved professionally related conference exceed Four Hundred Fifty (\$450.00) Dollars. Additional reimbursement shall be evenly distributed among the eligible faculty in an amount not to exceed actual expenditures. In the event that after such distribution, funds are still available, faculty who have incurred extraordinary conference expenses shall be equally reimbursed up to the amount allowable by the balance of the fund for the fiscal year. Application for additional conference attendance reimbursement must be made at the same time that the original conference request is submitted.

#### 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 twenty-nine (\$.29) cents per mile. The County shall make all reasonable efforts to issue checks for mileage reimbursements within 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 contract 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 Suffolk County. These options include the Employee Medical Health Plan of Suffolk County (EMHP) and several health maintenance organizations (HMO) as approved by the County and agreed to by the representatives of the coalition of County Municipal Unions.
  - 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 group insurance plan at no more than cost plus two (2%) percent for administrative costs. (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. Effective September 1, 1989, the County shall establish a long term disability program for full-time faculty for non-job related illnesses commencing after the effective date. 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. All full-time faculty shall receive dental and other supplemental and welfare benefits through the Suffolk County Municipal Employees Benefit Fund in accordance with the rules and regulations of such Fund.

b. Effective October 1, 1994, the Faculty Association Benefit Fund shall provide dental and other supplemental and welfare benefits coverage for all full-time Unit III faculty members. The Faculty Association Benefit Fund shall be directed by both County and Association Trustees.

c. Once the Faculty Association Benefit Fund is established, the County shall have no obligation to provide any other monies to any other Benefit Fund, on behalf of the bargaining unit, for the period prior to October 1, 1994.

d. The County contribution rate per employee to the Faculty Association Benefit Fund shall be no less or no greater than the per employee amount contributed by the County to any other existing County union Benefit Fund.

i. In keeping with Section d. above, The Faculty Association of Suffolk Community College Benefit Fund will initially receive an amount per eligible employee per month of no less than is currently being contributed on their behalf to the Suffolk County Municipal Employees Benefit Fund (\$793.74 for full-time employees and \$10.00 per year for part-time employees) and no more than is currently being contributed for a full-time member of any other Suffolk County bargaining unit. This per employee contribution rate will be subsequently adjusted retroactively to the start-up date of the Fund based on a recommendation from the Fund's consultant. This recommendation shall be based on Unit III's experience and other pertinent data to provide prudent funding levels of the benefits covered by the Faculty Association of the Suffolk County Community College Benefit Fund. If the parties do not accept this recommendation, and cannot subsequently agree to a contribution rate, then the provisions of item 7 (d) of the Memorandum of Agreement wherein Martin F. Scheinman, Esq., shall "assist them in determining the appropriate County funding level for the newly established benefit fund" shall be implemented.

ii. Based on the adjusted contribution rate for 1994-1995 and the recommendation of the Fund's consultant, the parties shall also subsequently agree to increases in the contribution rates for 1995-1996 and for 1996-1997, at rates agreed upon by the parties.

iii. The County agrees to pay the Faculty Association of the Suffolk County Community College Benefit Fund a \$75,000 one-time start up stipend upon establishment of the Fund.

iv. On or about September 1, 1994, the County agrees to pay the Faculty Association of the Suffolk County Community College Benefit Fund eleven (11) months advanced contribution to provide appropriately for cash flow and reserve requirements during the transfer of member benefits from one benefit fund to another. Thereafter, contributions shall be prepaid bi-monthly on the first of the month commencing September 1, 1995, unless otherwise agreed to by

the parties. In accordance with the initial eleven (11) month contribution, the County will not make payments to the Faculty Association of the Suffolk County Community College Benefit Fund for an eleven (11) month period due to the initial advance (i.e., October, 1994 through August, 1995.) Once the monies are transferred from the County the County's obligations shall cease, except for the bi-monthly contributions commencing on September 1, 1995, and the disposition of the funds thereafter shall be the sole and exclusive obligation and responsibility of the Fund. It is agreed that the County shall assume no other obligation, financial or otherwise, arising out of this agreement, and the Fund shall indemnify and hold the County harmless for any claims, actions or proceedings by an employee(s) or the Faculty Association regarding the disposition of the funds.

v. The Faculty Association and the County have agreed to require the Faculty Association of the Suffolk County Community College Benefit Fund Trustees to extend coverage to the unit members represented by the Guild of Administrative Officers. It is understood that this coverage will be subject to a participation agreement similar to that currently in effect with the Suffolk County Municipal Employees Benefit Fund.

vi. Likewise, should the Suffolk County Legislature agree to remove the exempt employees of the College from the Suffolk County Municipal Employees Benefit Fund and allow for the contribution to be made to and such benefits to be provided by the Faculty Association of the Suffolk County Community College Benefit Fund, the County and the Faculty Association will require that the Faculty Association of the Suffolk County Community College Benefit Fund Trustees extend such coverage for those exempt employees.

5. Employee Assistance Program. The County will provide an Employee Assistance Program (EAP) to cover faculty members and their families. Such program will either be independent or part of the Faculty Association Benefit Fund.
6. 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.
7. Death Benefit.

- a. The County will assure that each full-time faculty member will have a death benefit of at least Twenty Thousand (\$20,000.00) Dollars so that where a retirement or pension plan paid by the County provides less than a \$20,000.00 death benefit, the County will provide the difference between the amount paid and \$20,000.00.
  - 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 days will be paid for at the rate of one-for-one.
8. Workers' Compensation. The College will provide Workers' Compensation coverage required by State law.

## **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 Suffolk County Community 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 contract.

2.2 The term Supervisor shall mean any department head, division chairperson, 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 Faculty Association of Suffolk County Community College.

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 finding 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 Faculty Association of Suffolk County Community College, the hearing officer making the decision will cause to be served upon the Faculty Association of Suffolk County Community College 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 notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participation in 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 Personnel & 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 Personnel and 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 Suffolk County Director of Personnel and 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 Suffolk County Director of Personnel and Labor Relations. The said County 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 Personnel and 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 not 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 fact, 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 - Grounds for Separation.

6.1 The services of members of the professional staff who have completed their probationary period and have been awarded a continuing appointment may be terminated at any time for just cause, including but not limited to neglect of duties, personal misconduct, or physical or mental incapacity after such notice and opportunity to be heard are provided. The grounds for termination of continuing appointment shall not be interpreted to constitute interference with academic freedom. The termination or non-reappointment of a faculty member during the first two (2) years of his/her probationary service shall not be subject to review under the grievance and arbitration procedure of this agreement. During the next three (3) 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.

#### 6.2 Notices.

When the President of the College has information or receives a complaint against a member of the professional staff holding continuing appointment containing allegations which, if true, might serve as grounds for dismissal for just cause, and he/she deems such information or complaint to be substantial, he/she shall give reasonable notice to the person concerned of a meeting to discuss the matter with the President or his/her designee. Such notice shall advise the individual of the purpose of the meeting and of the opportunity to be accompanied by Faculty Association representatives if the faculty member chooses. The Faculty Association shall also receive a copy of such notification. The President shall cause to be made such further investigations as he/she deems appropriate. If he/she believes that charges should be brought against such person, he/she shall cause to be served upon the person concerned and on the Faculty Association a written statement of the charges against such person.

### 6.3 Request for Hearing.

Except where the College determines that suspension without pay pending the disposition of the charges is warranted, final action shall not be taken on such charges until after the expiration of forty-five (45) calendar days from the date of service of such notice upon the person being charged, during which time he/she may institute the grievance procedure of this agreement at Stage 3.

### 6.4 Adjunct Due Process.

- a. After serving ten (10) semesters, an adjunct faculty member must receive two 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 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.

## 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. 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. 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 Divisional and Departmental meetings and operations, including such matters as development of curriculum and evaluation of existing course offerings and instructional programs.
5. To proctor final 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 students 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.

C. Outside Employment. Except for adjunct faculty, full-time employment by Suffolk County Community 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.

D. 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. Effective September 1, 1994, 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 Faculty Association and the President of the College, shall establish guidelines for the methodology to be utilized in this evaluation procedure. 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 Faculty Association Office after review by the Dean. Thereafter, the evaluations shall be available to the individual, the Faculty Association President, and the President of the College or their respective designees.

#### E. 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 J hereto solely for informational purposes.

1. Any precedent heretofore to the contrary notwithstanding, guidelines for a full-time faculty member to be considered and recommended for promotion are 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. Guidelines for an adjunct faculty member to be considered and recommended for promotion in academic rank are services at Suffolk County Community 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 Instructor
  - 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 Adjunct Professional Assistant P2: Fourteen (14) semesters as P1 Adjunct Professional Assistant

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. Such adjunct faculty who are subsequently granted promotions shall have their promotions effective retroactive to September 1, 1989.

- 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 (i.e., 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 Suffolk Community 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 (54) teaching hours at Level 2
  - c. for advancement to Level 4 Eighteen (18) semesters or sixty-nine (69) teaching hours at Level 3

An adjunct faculty member at any level may request to be considered for promotion in academic rank when he/she has met the criteria defined in (E) (3) above.

F. 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 day.
2. Classroom faculty shall be available to report to work on the Monday of the week in which September 1 falls. In such years, 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 Art. IV, A, 7.
4. The work year for professional assistants is defined in Art. IV, A, 11, 12, 13, 14 .
5. The work year for coordinators of skills centers and the cooperative education program is defined in Art. IV, A,10.

G. 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, K and Article VII, E 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 1991 and continue in force and effect until 31 August, 1997. 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 which arise during the life of this agreement. The execution of this agreement by the County Executive is subject to the authorization and approval by the Suffolk County Legislature.

## APPENDIX A- NEW SALARY SCHEDULE RATIFIED UNDER THE MEMORANDUM OF AGREEMENT-OCTOBER 20, 1998

### Instructors, Assistant Professors, Associate Professors, Professors

RANK	STEP	96-97	97-98	98-99	99-00	00-01
<b>Inst.</b>	1	\$35,682	\$36,396	\$37,124	\$37,886	\$38,623
	2	\$37,169	\$37,912	\$38,671	\$39,444	\$40,233
	3	\$38,717	\$39,491	\$40,281	\$41,087	\$41,909
<b>Asst. Prof.</b>	4	\$40,331	\$41,138	\$41,960	\$42,800	\$43,656
	5	\$42,011	\$42,851	\$43,708	\$44,582	\$45,474
	6	\$43,762	\$44,637	\$45,530	\$46,441	\$47,369
	7	\$45,585	\$46,497	\$47,427	\$48,375	\$49,343
<b>Assoc. Prof.</b>	8	\$47,485	\$48,435	\$49,403	\$50,391	\$51,399
	9	\$49,463	\$50,452	\$51,461	\$52,491	\$53,540
	10	\$51,524	\$52,554	\$53,606	\$54,678	\$55,771
	11	\$53,671	\$54,744	\$55,839	\$56,956	\$58,095
	12	\$55,907	\$57,025	\$58,166	\$59,329	\$60,516
<b>Professor</b>	13	\$58,237	\$59,402	\$60,590	\$61,802	\$63,038
	14	\$60,663	\$61,876	\$63,114	\$64,376	\$65,664
	15	\$63,191	\$64,455	\$65,744	\$67,059	\$68,400
	16	\$65,824	\$67,140	\$68,483	\$69,853	\$71,250
	17	\$68,567	\$69,938	\$71,337	\$72,764	\$74,219
	18	\$71,424	\$72,852	\$74,310	\$75,796	\$77,312
	19	\$74,400	\$75,888	\$77,406	\$78,954	\$80,553
	20	\$77,500	\$79,050	\$80,631	\$82,244	\$85,088

### Professional Assistants

RANK	STEP	96-97	97-98	98-99	99-00	00-01
<b>P - 1</b>	1	\$28,473	\$29,042	\$29,623	\$30,216	\$30,820
	2	\$29,611	\$30,203	\$30,807	\$31,423	\$32,052
	3	\$30,796	\$31,412	\$32,040	\$32,681	\$33,335
<b>P - 2</b>	4	\$32,028	\$32,669	\$33,322	\$33,988	\$34,668
	5	\$33,309	\$33,975	\$34,655	\$35,348	\$36,055
	6	\$34,641	\$35,334	\$36,040	\$36,761	\$37,497
	7	\$36,027	\$36,748	\$37,482	\$38,232	\$38,997
<b>P - 3</b>	8	\$37,468	\$38,217	\$38,982	\$39,761	\$40,557
	9	\$38,967	\$39,746	\$40,541	\$41,352	\$42,179

10	\$40,525	\$41,336	\$42,162	\$43,005	\$43,866
11	\$42,146	\$42,989	\$43,849	\$44,726	\$45,620
12	\$43,832	\$44,709	\$45,603	\$46,515	\$47,445
13	\$45,586	\$46,498	\$47,428	\$48,376	\$49,344
14	\$47,409	\$48,357	\$49,324	\$50,311	\$51,317
15	\$49,306	\$50,292	\$51,298	\$52,324	\$53,370
16	\$51,278	\$52,304	\$53,350	\$54,417	\$56,305

**Adjunct Faculty/Overload: (Per Credit Hour)**

<b>RANK</b>	<b>96-97</b>	<b>97-98</b>	<b>98-99</b>	<b>99-00</b>	<b>00-01</b>
<b>P - 1</b>	577	589	603	618	634
<b>P - 2</b>	638	651	667	684	701
<b>P - 3</b>	683	697	714	732	751
<b>Inst.</b>	698	712	730	748	767
<b>Asst. Prof.</b>	762	777	797	817	838
<b>Assoc. Prof.</b>	824	840	861	883	906
<b>Professor</b>	910	928	951	975	1,001
<b>Readers/Holistic Scorers (Per Hour)</b>	37.41	38.16	39.11	40.09	41.13
<b>Adjunct "Right to Know" Training Session Rate (Per Hour)</b>	29.95	29.84	30.58	31.35	32.16

2. Newly appointed faculty members shall be placed on the appropriate step of the 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 Academic Vice President, 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 Academic Vice President, 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. Yearly full-time salary and overload/adjunct rates begin at the start of work year for the affected faculty.

5. Adjunct faculty shall be paid for each teaching hour as provided for their rank on page 59.

**6. Adjunct/Overload Rates For Counselors and Librarians.** Adjunct/overload rates for counselors and librarians shall be calculated as follows:

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

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

**7. 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 professional assistants shall be calculated as follows:

Adjunct/overload rates: 22.5 clock hours of work equals one (1) credit hour of pay.

8. 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:

1991-1992 \$29.64

1992-1993 \$29.64

1993-1994 \$32.42

1994-1995 \$33.87

1995-1996 \$35.53

1996-1997 \$37.41

9. 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. For full-time

professional assistants promoted to the rank of P2, the promotion bonus shall be paid no sooner than four (4) years after the professional assistant was paid a previous promotion bonus or four (4) years since being hired full-time at the College, which ever is applicable. The promotion bonus for full-time professional assistants promoted to the rank of P3 is covered in Appendix C, D, 5. The 5% promotion bonus for all full-time professional assistants will be calculated on the base salary of the year in which the bonus is paid.

10. Twelve-month 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.

11. In compliance with the OSHA Hazard Communication Standard and The New York State Right to Know Law, Suffolk County Community College has scheduled training sessions for adjunct professional staff at each campus. The adjuncts are scheduled for a training session, in the evening, of one and one-half hours, on their home 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, 1993 \$26.00

Effective September 1, 1994 \$27.04

Effective September 1, 1995 \$28.12

Effective September 1, 1996 \$29.25

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

# STEPS and RANKS

STEP	P - 1					
1	--	1				
2	--	2	P - 2			
3	--	3				
4	--	4	--	4		
5	--	5	--	5		
6	--	6	--	6	P - 3	
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						
5	--	5	--	5	Assoc. Prof.			
6	--	6	--	6				
7	--	7	--	7				
8	--	8	--	8	--	8		
9	--	9	--	9	--	9		
10	--	--	--	10	--	10	Prof.	
11	--	--	--	11	--	11		



## APPENDIX B

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 it 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 teacher<sup>1</sup> is entitled to full freedom in research and in the publication<sup>2</sup> 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 subject.<sup>3</sup> Limitations of academic freedom because of religious or other aims<sup>4</sup> 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 citizen,<sup>5</sup> 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 period,<sup>6</sup> teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause,<sup>7</sup> except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principal, 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 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 writing<sup>8</sup> 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 period.<sup>9</sup>
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 institution.<sup>10</sup> 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 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 interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.<sup>11</sup>
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 his 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 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 his 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

### A. PROFESSIONAL ASSISTANTS

Effective September 1, 1994 the Professional Assistant (PA) position shall be substituted for the Technical Assistant and Senior Technical Assistant positions. PAs are members of the faculty who provide academic support services in various capacities. With this contract, three (3) PA ranks are established, ranging from P1 to P3, based on the complexity of their responsibilities.

For full-time personnel currently employed at the College initial ranks and categories are specified in a side letter to this Agreement. A PA Classification Committee, consisting of equal representation from the College and the Association, shall be established to review new and existing placements within the scope of this scheme, including placement of adjunct PAs and make recommendations to the President of the College;

Adjunct PA compensation shall be based upon the P classification of the function being performed. An individual's compensation thus may vary from assignment to assignment.

P1 positions have the potential to achieve the rank of P2, as outlined in Article VII (E) (1) of this Agreement.

### B. PA RANKS AND CATEGORIES

1. The following outline indicates the categories and ranks of Professional Assistants, with their associated duties. Although an employee need not perform all the duties listed in order to advance from P2 to P3, the higher rank involves substantially more complex responsibilities.

a. Technical Areas (e.g., Audiovisual Services)

P1: equipment delivery, scheduling, directed media production and basic service.

P2: includes P1 duties and supervising student aides/college aides, maintaining inventory, advanced media production and services.

P3: includes P2 duties and coordination, vendor liaison, assisting with budget preparation.

b. Instructional Centers (Math, Reading, Writing, Academic Computing, Academic Skills)

P1: tutorial one-on-one assistance, assisting students with computerized and other instructional materials and equipment.

P2: includes P1 duties and supervising college/student aides, maintaining inventory.

P3: personnel scheduling, maintaining statistics, facilitating phase-in of new and additional equipment, assisting with budget preparation and selection of educational materials and their use.

c. Programmatic Areas (e.g., Right-to-Know, Office of Instruction, EOP, Adult Learner Academic Programs, Admissions and Financial Affairs)

P1: process forms and applications, assist administrators with organizational and communication tasks, as assigned.

P2: includes P1 duties and carrying out complex tasks with supervision.

P3: includes P2 duties and 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.

d. Instructional Laboratories (Theater, Computer Science, Sciences, Physical Education)

P1: technical assistance in a limited area or course of that discipline or division, under direction of the classroom faculty member, an administrator or P2, performs simple and routine equipment maintenance.

P2: includes P1 duties and 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; supervision of P1 personnel, college aides, and student aides in discipline; maintaining MSDS files.

P3: includes P2 duties and performance of interdepartmental and intercampus coordination as directed by a department head 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.

### **C. REQUIREMENTS FOR HIRING AND PROMOTION OF PROFESSIONAL ASSISTANTS.**

1. Educational and experiential credentials shall be relevant to the job specifications of the specific professional assistant position.
2. In requesting equivalent credit for prior experiential learning, the professional assistant may submit documentation to the Vice President for Academic Affairs, as has been the traditional practice and/or may earn credit by alternative means such as CLEP examinations, challenge examination, application of published ACE/PONSI credit equivalencies, or submission of an academic portfolio demonstrating prior college-level learning.
3. These alternative demonstrations of learning will be treated according to nationally recognized standards of good practice published by ACE and CAEL, in a manner analogous to student requests for prior learning credit at SCC.

Any costs incurred by the professional assistant in meeting these requirements (e.g., fees for examinations and assessors' fees) are the responsibility of the professional assistant.

P1: Associate's Degree OR 60 credits or the equivalent noncollegiate education/training in a prior related experience as assessed in accordance with nationally recognized standards for good practice in assessment of prior and experiential learning.

P2: BA OR 120 credits OR the equivalent noncollegiate education/training in a prior related experience as assessed in accordance with nationally recognized standards for good practice in assessment of prior and experiential learning, OR Associate's Degree (60 credits) plus four (4) years of full-time service at Suffolk Community College, OR fourteen (14) semesters of service for adjuncts, OR one (1) year certificate plus six (6) years of full-time service at Suffolk Community College or twenty-one (21) semesters of service for adjuncts.

P3: MA OR 150 credits OR the equivalent noncollegiate education/training in a prior related experience as assessed in accordance with nationally recognized standards for good practice in assessment of prior and experiential learning, OR BA (120 credits) plus four (4) years of full-time service at Suffolk Community College, OR or fourteen (14) semesters of service for adjuncts, OR Associate's Degree (60 credits) plus six (6) years full-time service OR twenty one (21) semesters of service for adjuncts at Suffolk Community College.

**D. ESTABLISHMENT OF NEW P3 POSITIONS, PROCEDURES FOR FILLING THEM, MEETING MINIMUM QUALIFICATIONS, AND RESOLUTION OF DISPUTES**

1. A P3 position may be created by changing an existing P2 job description or by establishing a new P3 line. In either case, the PA Classification Committee must review the creation of the new position.
2. If the P3 position is created by upgrading an occupied P2 line, the occupant of the line shall be given the position.
3. If the P3 position is created by upgrading an unoccupied P2 line or by a vacancy in a new or existing P3 line, the position of P3 will be filled first by a P1 or P2 currently employed in the professional area who meets the qualifications for that professional area. If there is no qualified applicant within the area, the position will first be filled by a qualified applicant from within the College, according to Article IV (H) (5), before the position is advertised outside the College.
4. Consistent with Article IV, H, 5, c, if the P3 position is filled by a qualified applicant either from within the area or from within the College, the P3 professional assistant shall be observed for a period of two (2) semesters. At the end of this period the Dean of Instruction and the PA Classification Committee shall meet, discuss and make separate recommendations to the President or his/her designee regarding the permanent assignment to the P3 position. The President may grant the professional assistant a permanent

assignment to the P3 position or, upon the request of the professional assistant, the President may grant two (2) additional semesters for the purpose of observation. At any time during this probationary process and until the professional assistant is permanently assigned, the professional assistant has the right of return to his/her previous assignment with no loss of rights or benefits.

5. The P3 promotion bonus shall be processed upon completion of the probationary period or as soon thereafter as practicable. The promotion bonus shall be paid no sooner than four (4) years after the professional assistant was paid a previous promotion bonus, or, if the previous promotion bonus was paid more than four (4) years prior to the P3 appointment, no sooner than one (1) year after the professional assistant's probationary appointment to the P3 position.

6. In addition to the established procedures for credit substitutions in order to meet minimum educational requirements, applicants for P3 positions may choose to submit to a formal assessment of prior learning, in accordance with nationally recognized standards of good practice in determining college credit equivalents for prior learning.

7. Any disputes concerning an individual's qualifications to occupy a P3 position shall be resolved by the PA Classification Committee.

## 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 share is discontinued, participants shall be permitted to return to their former full-time positions. The following 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 (50) percent of the annual rate at the proper step. Job share faculty shall be eligible for increments under the same conditions that other full-time faculty are eligible.
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: Number of weeks worked/year by a full-time non-classroom faculty x 5 days/week minus 12 holidays divided by 2 x 7 hours/day = 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 weeks x 5 days/week = 180 - 12 holidays = 168 : 2 = 84 days x 7 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 between the job share partners and their immediate supervisor. It is intended that the hours of job share partners shall generally be non-concurrent work hours. However, to insure the coordination necessary 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. 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. Health Insurance: Both job share partners are eligible to participate in the County health insurance program under the following conditions. The College shall pay fifty percent (50%) of the EMHP fund rate for family coverage for each job share partner or pay one hundred percent (100%) of the EMHP fund rate for individual coverage for each job share partner. If a job share participant chooses family coverage, he/she must pay the remaining fifty percent (50%) of the EMHP fund rate in order to receive full family health insurance coverage. Each job share participant has the right to choose either family or individual health insurance 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.

8. Promotion: Guidelines for eligibility for full-time promotion in rank shall adhere to the provisions of Article VII, E, 1, except one year shall be added to each of the minimum years in rank for participants in the job share program.

9. Promotion Bonus: In the event either participant receives a promotion in the year during which he/she is in the job share program, fifty percent (50%) of the promotion bonus will be paid the first year in which the promotion is effective. The other fifty percent (50%) is to be paid the following year and calculated from the salary in effect at the time of promotion.

10. Conference Attendance: Paid by College pursuant to the collective bargaining agreement.

11. Overload: Collective bargaining agreement provisions apply.

12. Transfers: Eligibility on seniority basis for positions which may be announced.

13. 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.

14. Line Designation: The College has the right to designate a line to be used for the job share program.

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 any time within the first two years of the job share program, provided that four (4) 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. 1994-95 job share participants 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 pay period for a period of ten (10) pay periods for all 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 every 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 member 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.

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 as 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 at 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 during the 1991-1992 academic year and 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 moneys 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:

FOR THE ASSOCIATION: FOR THE COUNTY:

Ellen Schuler Mauk, President Jeffrey L. Tempera  
Faculty Association of Acting Director, Personnel & Suffolk Community College Labor  
Relations  
Office of the County Executive

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 process 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 only be deducted 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 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. 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 benefit 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 a 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 conduction of the physical. 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.

#### **V. Program Implementation**

1. The effective date of the implementation of this benefit is September 1, 1989. Thus, a faculty member eligible for this benefit under the Suffolk Community College Faculty Association's long term disability program can submit a retroactive claim in accordance with Section I if his/her disability has exceeded the required ninety- (90) day waiting period. Those faculty members eligible after review of the documentation provided may receive the disability payment retroactive to December 1, 1989. No disability benefit will be paid to any faculty member of the Faculty Association regardless of the amount of lost time prior to December 1, 1989.

## **APPENDIX G**

### **PROCEDURES FOR THE HEALTH INSURANCE BUY-IN FOR ADJUNCT FACULTY**

Pursuant to the contractual agreement between the Suffolk County Faculty Association and the County of Suffolk, adjunct faculty members who have served for two semesters within a two (2) year period and have earned greater than \$2,000 in the prior academic year are eligible to join the County's health insurance program. The adjunct faculty members must pay the required premium by check payable to the Suffolk County Treasurer on a monthly basis, 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:

Employee Benefits Unit  
Risk Management and Benefits Division  
Building #77, North County Complex  
Veterans Memorial Highway  
Hauppauge, New York 11787-4311  
Att: Adjunct Faculty Premium

The 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 (2%) percent 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 maximums<sup>1</sup> 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 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 courses (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;  
[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.
  - 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.

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 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 (2) 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 Affairs and the Deans of Instruction. The Academic Vice President 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. 1. Proposals may be submitted to the Class Size Committee, on forms specified by the Committee, in either of 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, the affected disciplines/programs/committees shall have until February 1 to collect the required data to defend or refute the proposed changes and to submit its 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.

i. The governance bodies shall make their respective appointments to the Class Size Committee by October 15, 1990. Applications for the first round of class size changes may be submitted for the Spring 1991 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 approve the Educational Requirements for Promotion. Below you will find these requirements along with a promotion timetable and the education 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, Provost, 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.<sup>1</sup> 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.).

<sup>1</sup> 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 have satisfied 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. Where "experience" can be substituted for course credits, one year of post-masters, 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<sup>1</sup>. 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 at 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 to, an individual's primary work responsibilities at the College.

<sup>1</sup> 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.

7. Where "performance" is substituted for course credits<sup>1</sup> (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.  
Final determination credit equivalence will be made by the appropriate Vice President after consultation with the Chairperson of the College Peer Personnel Committee.
8. Where appropriate, up to 25% of the additional credits indicated beyond the Masters Degree may be continuing education credits (CEU's) I. 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.).

9. 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.
10. 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.

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.

**EDUCATIONAL REQUIREMENTS FOR PROMOTION**

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

**STIPULATION OF AGREEMENT  
BETWEEN  
THE COUNTY OF SUFFOLK  
AND  
THE FACULTY ASSOCIATION  
OF  
SUFFOLK COUNTY COMMUNITY COLLEGE**

Stipulation of Agreement made and entered this 12<sup>th</sup> day of December, 2001 by and between the County of Suffolk and the Faculty Association of Suffolk County Community College.

1. **Term:** The collective bargaining agreement between the parties is hereby extended for a term of four (4) years from 9/1/01 up to and including 8/31/05 in all its terms and conditions except as specifically modified hereafter.
  
2. **Wages and Salary Schedules:**
  - Effective 9/1/01 – The full-time salary schedules shall be increased by 2% at each step.
  - Effective 9/1/02 – The full-time salary schedules shall be increased by 3% at each step.
  - Effective 9/1/03 – The full-time salary schedules shall be increased by 3% at each step.
  - Effective 9/1/04 – The full-time salary schedules shall be increased by 3% at each step.

3. **Adjuncts:**
  - Effective 9/1/01 the adjunct rate schedule shall be increased by 2% at each rank.
  - Effective 9/1/02 the adjunct rate schedule shall be increased by 3% at each rank.
  - Effective 9/1/03 the adjunct rate schedule shall be increased by 3% at each rank.
  - Effective 9/1/04 the adjunct rate schedule shall be increased by 3% at each rank.

*Note: The foregoing percentages shall be applied to the rates for Right-to-Know and Holistic Scorers.*

4. **Benefit Fund:**
  - Effective 9/1/01 increase the rate of contribution by 3% per full-time member.
  - Effective 9/1/01 increase the rate of contribution by 4% per full-time member.
  - Effective 9/1/01 increase the rate of contribution by 4% per full-time member.
  - Effective 9/1/01 increase the rate of contribution by 4% per full-time member.

5. **Longevity: (Article V, C, 1)**

Effective 9/01 longevity increases for full-time faculty shall be as follows:

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

6. **Professional Assistants/Specialists/Educational Services Assistants:**

See Attachment "A."

7. **Adjuncts: (NEW)**

- The College shall establish an **Adjunct Faculty Professional Development Fund** with an annual pool of \$20,000 to be awarded to adjuncts on a first-come/first-serve basis. Each adjunct with 5 or more semesters of SCC experience and teaching/working 3 or more credits per semester are eligible to apply for the use of these funds for professional conferences/purposes in an amount not to exceed \$300 in any one academic year. (Article V,G)
- Adjuncts who buy into EMHP shall be charges/pay the "fund" rate, not the "plan" rate, said rate as determined by the actuarial consultant to the EMHP Labor/Management Committee and approved by that committee. (Appendix G)

8. **Transfer Rights: (Article IV, H)**

- Full-time faculty members on one campus shall have transfer rights to a vacancy/opening in the same discipline in which they have been working full-time on another campus according to the current transfer provisions in Article IV, H, 7)
- Full-time faculty members who have 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. These faculty members 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. [Delete the sentence in Article IV, H, 6, c, "Such transfer, if granted, shall be in accordance with Article IV, K.]

9. **Attendance at Conferences (Article V, G, 1 ):**

- Effective 9/02 to 8/31/04: increase to \$950 every two years.
- Effective 9/04 to 8/31/06: increase to \$1050 every two years.

10. **Professional Development and Retraining: (Article V, D, 5)**

- Increase the per credit reimbursement to \$150/credit and 75% tuition above that amount and \$250 for books and software.

**11. Admission to Courses (Article V, F, 1 & 2):**

- Full-time and adjunct faculty shall be permitted two (2) courses per semester tuition reimbursement for SCCC courses. (V, F, 1)
- Spouses and dependents of full-time faculty shall be permitted thirty (30) credit hours per year tuition reimbursement for SCCC courses. (V,F, 2)
- Spouses and dependents of adjunct faculty shall be permitted eighteen (18) credit hours per year tuition reimbursement for SCCC courses. V,F, 2)

**12. Death benefit: (Article V, I, 6)**

- County will assure that each full-time faculty member will have a death benefit of at least \$50,000. (V, I, 6, a)
- Beneficiary of deceased full-time faculty members shall receive compensation for any unused vacation or personal time. (NEW)

**13. Workers' Compensation (Article V, I, 7) NEW**

- Temporary special or lesser duty may be assigned a faculty member who has incurred an illness or injury (mental or physical) as a result of the performance of his/her duties.
- If the faculty member treating physician and the County doctor do not agree on the faculty member's ability to perform a special, lesser or full duty assignment, a third party medical group shall be utilized to determine a faculty member's capability.
- The designated third party medical group shall be St. Charles Hospital and Rehabilitation Center.
- The examining physician shall receive all records and reports and other clinical evidence as the parties deem relevant to have an objective determination rendered. Such records shall be vetted by representatives of both parties.

**14. Disciplinary Procedures (Article VI, vi) NEW**

- No full-time faculty member who 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.
- The burden of proof that discipline is for just cause shall rest with the employer.
- A faculty member shall be notified in writing of the charges of the disciplinary action against him/her with a copy to the FA.
- A meeting within fifteen (15) days of notice shall take place between the faculty member and the appropriate administrator to discuss the charges.
- A faculty member shall have thirty (30) days from the date of the meeting when charges are discussed to file a grievance at Stage 3.
- A mutually agreed to five (5) member neutral arbitration panel will be established to hear all just cause arbitrations.

- The panel shall be reviewed annually with each party able to replace one member each year.

**15. Abandonment (Article VI, vi) - NEW**

- Any full-time faculty member absent from work without notice to the appropriate college administrator for ten (10) consecutive calendar days when assigned duties shall be deemed to be absent without authorization.
- If after notice from the College, the faculty member 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 notice, the faculty member will be terminated.
- Under extraordinary or extenuating circumstances, the College may 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 shall not be subject to the grievance procedure.

**16. Distance Education: The current DE provisions shall be extended as is through the life of the contract plus one year. This provision may be reopened by mutual agreement during the life of this contract.**

**17. Printing of contract: within six (6) months of legislative approval. (NEW)**

**18. Minimum educational requirements for promotion: (Appendix I)**

- MFA shall be considered the equivalent of a Masters' degree plus fifteen (15) additional credit hours toward promotion in rank.
- 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. (NEW)

**19. Independent Studies: (NEW)**

- Limit the number of students/semester to three (3) for any one faculty member.
- Compensation for a three (3) credit hour course/student increased to \$120 + \$120.

**20. Coordinators of Instructional Technology:**

- Transfer rights shall be the same as for all other faculty members.
- Sabbatical options equal to all other full-time faculty members with the proviso that only one (1) member from this cohort can be awarded a sabbatical in any given year.
- Shall have academic titles and ranks.
- Shall be eligible for academic rank up to the rank of Associate Professor.

**21. Adjunct/overload Absences: (Article V, D, 1, e)**

- Absences for illness or disability shall continue according to existing contract provisions.
- Absences for personal reasons under existing contractual limits shall be mutually agreed upon between the faculty member and his/her immediate supervisor.

**22. Early Retirement Incentive: (Article V)**

- 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, to be implemented after April 2003.

DATED: \_\_\_\_\_

AGREED: FACULTY ASSOCIATION

SUFFOLK COUNTY

\_\_\_\_\_  
Ellen Schuler Mauk, President  
Faculty Association  
Suffolk Community College

\_\_\_\_\_  
David S. Greene, Director  
Office of the County Executive  
Labor Relations

# PROFESSIONAL SERVICES PERSONNEL

**Establish 3 separate and distinct job titles and categories.** [The only career ladders are within titles, not from one title to the next.]

**Abolish the PA Appeal Committee.** Movement from rank to rank in the Professional Assistant title shall be through promotion based on merit. Movement between titles may occur only through the announcement of a new position or vacancies. Article IV, H, 6 & 7 shall apply for all vacancies.

## 1. **Title: Specialist (currently 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:

- **Specialist I** (Minimum educational requirements: a Master's Degree\* in an appropriate discipline for his/her professional assignment.)

## 2. **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.*

- Two ranks:**
1. **Professional Assistant I** (Minimum educational requirements: a Bachelor's Degree\* in an appropriate discipline for his/her professional assignment)
  2. **Professional Assistant II** (Minimum educational requirements: a Bachelor's Degree in an appropriate discipline for his/her professional assignment plus 15\* additional credits in the discipline or a cognate discipline plus four (4) years as a PA1)

*Progression from rank to rank is not automatic, but is based upon*

*meritorious performance and other duties, service to the College and community and professional growth.*

3. **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*

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*\*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) Faculty Association representatives appointed by the President of the Faculty 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.*

*\*\*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.*

*Salary Ranges—10 month (+20% differential for 12 month positions)*

	<u>Full-time</u>	<u>Adjunct</u>
<i>Specialist I</i>	\$40,557-\$56,305	\$751
<i>Professional Assistant 1</i>	\$30,819-\$40,557	\$634
<i>Professional Assistant 2</i>	\$34,668-\$49,345	\$701

*Educational Services Assistant (part-time only) \$15/clock hour, maximum 17.5 clock hours/week*

- 
- *All current full-time and adjunct PAs 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 with the new contract, 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.*
  - *Once the Labor/Management Committee define 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.*
  - *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.*
  - *The Educational Services Assistant title shall be a part-time position only.*
  - *Educational Services Assistants shall be entitled to Adjunct Due Process Rights.*

## 2, 3, 3, 3 % Per Year

		<b>00-01</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>	<b>04-05</b>
	STEP	2%	2%	3%	3%	3%
<b>Inst.</b>	1	\$38,623	\$39,395	\$40,577	\$41,794	\$43,048
	2	\$40,232	\$41,037	\$42,268	\$43,536	\$44,842
	3	\$41,909	\$42,747	\$44,029	\$45,350	\$46,711
<b>Asst. Prof.</b>	4	\$43,656	\$44,529	\$45,865	\$47,241	\$48,658
	5	\$45,474	\$46,383	\$47,774	\$49,207	\$50,683
	6	\$47,369	\$48,316	\$49,765	\$51,258	\$52,796
<b>Assoc. Prof.</b>	7	\$49,343	\$50,330	\$51,840	\$53,395	\$54,997
	8	\$51,399	\$52,427	\$54,000	\$55,620	\$57,289
	9	\$53,540	\$54,611	\$56,249	\$57,936	\$59,674
	10	\$55,771	\$56,886	\$58,593	\$60,351	\$62,162
	11	\$58,095	\$59,257	\$61,035	\$62,866	\$64,752
<b>Professor</b>	12	\$60,516	\$61,726	\$63,578	\$65,485	\$67,450
	13	\$63,038	\$64,299	\$66,228	\$68,215	\$70,261
	14	\$65,664	\$66,977	\$68,986	\$71,056	\$73,188
	15	\$68,400	\$69,768	\$71,861	\$74,017	\$76,238
	16	\$71,250	\$72,675	\$74,855	\$77,101	\$79,414
	17	\$74,219	\$75,703	\$77,974	\$80,313	\$82,722
	18	\$77,312	\$78,858	\$81,224	\$83,661	\$86,171
	19	\$80,533	\$82,144	\$84,608	\$87,146	\$89,760
	20	\$85,088	\$86,790	\$89,394	\$92,076	\$94,838

## 2, 3, 3, 3 % Per Year

		<b>00-01</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>	<b>04-05</b>
	STEP	2%	2%	3%	3%	3%
<b>P -1</b>	1	\$30,820	\$31,436	\$32,379	\$33,350	\$34,351
	2	\$32,052	\$32,693	\$33,674	\$34,684	\$35,725
	3	\$33,335	\$34,002	\$35,022	\$36,073	\$37,155
<b>P-2</b>	4	\$34,668	\$35,361	\$36,422	\$37,515	\$38,640
	5	\$36,055	\$36,776	\$37,879	\$39,015	\$40,185
	6	\$37,497	\$38,247	\$39,394	\$40,576	\$41,793
	7	\$38,997	\$39,777	\$40,970	\$42,199	\$43,465
	8	\$40,557	\$41,368	\$42,609	\$43,887	\$45,040
	9	\$42,179	\$43,023	\$44,314	\$45,643	\$47,102
	10	\$43,866	\$44,743	\$46,085	\$47,468	\$48,892
	11	\$45,620	\$46,532	\$47,928	\$49,366	\$50,847
	12	\$47,445	\$48,394	\$49,846	\$51,341	\$52,881
	13	\$49,344	\$50,331	\$51,841	\$53,396	\$54,998

## 2%, 3%, 3%, 3% Per Year

		<b>00-01</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>	<b>04-05</b>
	<b>STEP</b>	2%	2%	3%	3%	3%
<b>Specialist</b>	8	\$40,557	\$41,368	\$42,609	\$43,887	\$45,204
	9	\$42,179	\$43,023	\$44,314	\$45,643	\$47,012
	10	\$43,866	\$44,743	\$46,085	\$47,468	\$48,892
	11	\$45,620	\$46,532	\$47,928	\$49,366	\$50,847
	12	\$47,445	\$48,394	\$49,846	\$51,341	\$52,881
	13	\$49,344	\$50,331	\$51,841	\$53,396	\$54,998
	14	\$51,317	\$52,343	\$53,913	\$55,530	\$57,196
	15	\$53,370	\$54,437	\$56,070	\$57,752	\$59,485
	16	\$56,305	\$57,431	\$59,154	\$60,929	\$62,757

### Adjunct Faculty/Overload: (Per Credit Hour)

	<b>2000/2001</b>	<b>01-02</b>	<b>02-03</b>	<b>03-04</b>	<b>04-05</b>
	<b>2.6% inc.</b>	<b>2%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>
P - 1	634	\$647	\$666	\$686	\$707
P-2	701	\$715	\$736	\$758	\$781
Specialist	751	\$766	\$789	\$813	\$837
Inst.	767	\$782	\$805	\$829	\$854
Asst Prof.	838	\$855	\$881	\$907	\$935
Assoc. Prof.	906	\$924	\$952	\$981	\$1,010
Professor	1,000	\$1,020	\$1,051	\$1,083	\$1,115
Readers/Holistic Scorers					
(Per Hour)	\$41.13	\$41.95	\$43.21	\$44.51	\$45.85
Adjunct "Right to Know" Training Session Rate					
(Per Hour)	\$32.16	\$32.80	\$33.78	\$34.79	\$35.83
FABF		\$15.00	\$15.45	\$15.91	\$16.39

