

September 1, 2014-August 31, 2018 CBA

AGREEMENT
BY AND BETWEEN
COUNTY OF ULSTER,
ULSTER COUNTY COMMUNITY COLLEGE
AND
ORGANIZATION OF PROFESSIONAL
ADMINISTRATIVE PERSONNEL OF
ULSTER COUNTY COMMUNITY COLLEGE
FOR THE PERIOD SEPTEMBER 1, 2014
THROUGH AUGUST 31, 2018

TABLE OF CONTENTS

	Page
ARTICLE I - RECOGNITION.....	1
Section 1. Unit Inclusions/Exclusions	1
Section 2. Membership Dues.....	1
Section 3. Agency Fee	1
Section 4. Representation	1
Section 5. Non-Strike Clause.....	1
ARTICLE II - SALARIES AND WORKLOAD	2
Section 1. Salaries.....	2
Section 2. Job Description	2
Section 3. Workload	2
Section 4. Compensatory Time	2
Section 5. Out of Title Assignments.....	2
Section 6. Academic Rank	2
Section 7. Campus Peace Officers.....	3
ARTICLE III - TRAVEL POLICY AND PROCEDURES.....	3
Section 1. Travel Time	3
Section 2. Types of Travel.....	4
Section 3. Travel Reimbursement	4
ARTICLE IV - OTHER BENEFITS	4
Section 1. Use of Facilities	4
Section 2. Support Staff.....	5
Section 3. Vacancies	5
Section 4. Academic Calendars.....	5
Section 5. Access to Information.....	5
Section 6. Academic Freedom.....	5
Section 7. Inclement Weather.....	5
Section 8. Membership in Professional Organization.....	6
Section 9. Part-time Benefits	6
Section 10. Tuition Waivers	6
Section 11. Legal Holidays.....	7
Section 12. Vacation.....	7
Section 13. Sick Leave, Sick Leave Bank and Bereavement	7
Section 14. Personal Leave.....	9
Section 15. Unpaid Leaves.	9

September 1, 2014 - August 21, 2018 CBA

Section 16.	Jury Duty and Court Appearance	10
Section 17.	Sabbatical Leave.....	10
Section 18.	Retrenchment.....	12
Section 19.	Appointment of OPAP Unit Members.....	13
Section 20.	Life Insurance and Long-Term Disability.....	14
Section 21.	Liability Protection	14
Section 22.	Retirement Programs	14
Section 23.	Health Insurance	14
Section 24.	Grievance Procedure	16
Section 25.	Access to Personnel Files.	19
Section 26.	Use of Email	19
Section 27.	Miscellaneous	19
ARTICLE V - LABOR/MANAGEMENT COMMITTEE		20
ARTICLE VI - DURATION OF AGREEMENT		21
SCHEDULE A - COMPENSATION		22
SCHEDULE B - MINIMUM CRITERIA FOR PROMOTION.....		25
SCHEDULE C - POSITION RESPONSIBILITY SCALE		27
SCHEDULE D - GRIEVANCE FORM A & GRIEVANCE FORM B.....		29

AGREEMENT, by and between COUNTY OF ULSTER, hereinafter referred to as the "County", the ULSTER COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "College"

and

ORGANIZATION OF PROFESSIONAL ADMINISTRATIVE PERSONNEL OF ULSTER COUNTY COMMUNITY COLLEGE (hereinafter referred to as "OPAP.")

ARTICLE I - Recognition

1. **Unit Inclusions/Exclusions.** The County agrees that OPAP shall be the sole and exclusive representative of a Unit consisting of all full-time and part-time professional administrative personnel working a regular schedule of at least 10 (ten) hours per week for more than three months, with the exception of the President, the Vice President, Deans, Associate Dean of Academic Affairs, the Assistant to the President and Secretary to the Board of Trustees, the Assistant to the Dean of Administration, the College Attorney, Coordinator of Personnel Services, Administrative Assistant, and Benefits Administrator.
2. **Membership Dues.** Subject, however, to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions and to remit such deductions to OPAP monthly.
3. **Agency Fee.** The County agrees, that, subject to the limitations and conditions contained in Section 208 of the Civil Service Law, bargaining unit members who are not members of OPAP shall be required to pay an agency fee equivalent to OPAP dues. The agency fee shall be deducted by the County and remitted to OPAP in the same manner used for voluntary dues deduction.
4. **Representation.** The County agrees that OPAP shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208, of the Civil Service Law, subject, however, to all other provisions of said Article.
5. **Non-Strike Clause.** OPAP hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown or to assist or to participate in any strike work stoppage, or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown upon its officers and/or members.

ARTICLE II - Salaries and Workload

1. Salaries. Salaries and other matters of economic consideration effective during the term of this agreement shall be as set forth in Schedule A annexed.
2. Job Description. Job descriptions will not be changed during a work year without the mutual agreement of the administration and the individual affected. Changes in job descriptions planned for any ensuing year shall be at the discretion of the President and will be included in a letter to the affected individual not later than April 15, or upon thirty days written notice within the academic year.
3. Workload. The normal work period for OPAP members shall be seventy (70) hours (eighty (80) hours in the case of Campus Peace Officers) over a fourteen-day (14) period. The normal work day shall be seven (7) hours and shall normally be discharged within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Additionally, OPAP members shall be available as required by the Board of Trustees of the College. Work schedules for each OPAP member will be established by the President or designee. All OPAP members will be notified at least twenty (20) working days in advance of any permanent change in their work schedule.

In the event that an OPAP unit member feels that the member's work load is excessive or that the changed work schedule is unacceptable, the member shall have the right to appeal to the President of the College; and, if no resolution is reached, a final appeal may be made to the Personnel Committee of the Board of Trustees.

4. Compensatory Time. Members will have some discretion over work hours and times within the normal work day. In recognition of the fluctuating workloads of the professional members, the member may, with supervisor concurrence, adjust schedules to accommodate fluctuations in the amount of time required to complete the workload and to minimize and balance out the amount of time spent outside the normal workday.
5. Out of Title Assignments. Any OPAP member assigned temporarily to perform duties of a higher level for over 30 days will be compensated at a higher rate of pay, mutually agreed upon by the President and the OPAP member involved with written notice to the member and to OPAP. This notice shall contain the duration and the compensation agreed upon.
6. Academic Rank. OPAP unit members will continue to hold at least the same academic rank which they held as of August 31, 2014. A committee designated by OPAP may annually recommend the promotion of unit members to higher academic rank (instructor, assistant professor, associate professor, and professor). Such recommendations shall be made on or about April 1 to a committee comprising the Deans of the College and shall be based upon criteria developed specifically for the positions represented by OPAP (see Schedule B, "Minimum Criteria"). A minimum of two and a maximum of six promotion recommendations will be submitted no later than mid-May by the Committee of Deans to

the President of the College for final decision and recommendation to the Board of Trustees.

Academic rank and non-teaching faculty status shall be granted to OPAP unit members from levels three (3) through six (6) only.

Members within levels 1 and 2 will be eligible for faculty rank when job responsibilities are related to instruction and their academic credentials and years of experience meet the minimum criteria for the Instructor rank as attached in Schedule B.

7. Campus Peace Officers

- A. Full time Campus Peace Officers shall have a normal workload of forty (40) hours per week. Part-time Campus Peace Officers may work a normal work load of up to forty-eight (48) hours per two week pay period.
- B. Campus Peace Officers will be paid time and one-half for any time worked beyond forty (40) hours in a work week.
- C. Effective September 1, 2015 Campus Peace Officers will receive a Uniform allowance in the final pay period each August in accordance with the following:

\$450 per year for full time Campus Peace Officers

\$250 per year for part time Campus Peace Officers

This section will apply to anyone employed by the College as of the immediately preceding May 31st of each year.

- D. Campus Peace Officers required to attend work related court activities outside their regular scheduled hours are entitled to be paid for the actual time worked with a minimum of two (2) hours at the applicable rate.
- E. Part Time Campus Peace Officers shall be paid time and one-half for shifts worked on actual holidays. In addition to the holidays outlined in this agreement, this section shall also apply to Easter Sunday.
- F. The parties will meet to create a list of equipment and uniforms that are required to perform the duties of a Campus Peace Officer. The parties will also create a policy covering replacement of damaged or worn equipment.

ARTICLE III - Travel Policy and Procedures

- 1. Travel Time. Time consumed while traveling for authorized College purposes shall not be charged against vacation time, personal leave or sick time.

2. Types of Travel. For purposes of this agreement, there are two types of approved travel: (A) Local Travel necessary for job-related functions and (B) Travel for Professional Purposes for continued professional development at various meetings and professional gatherings.
 - A. Local Travel shall be limited to that within Ulster County or contiguous counties and/or travel which does not involve reimbursement for lodging or for more than one meal. OPAP members shall be reimbursed mileage for transportation by personal vehicle at the then applicable IRS rate.
 - B. Travel for Professional Purposes shall include travel outside these counties or which includes lodging, more than one meal, etc.
3. Travel Reimbursement. Reimbursement for mileage shall be at the then applicable IRS rate. Reimbursement for meals shall be at the then applicable County rate as set by the then current agreement between the County and the CSEA. Lodging shall be paid for at a rate approved in advance by the President or designee based on the prevailing rates of the individual conference. Departure from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Administration.

Claim may be made only for meals which occur while actually traveling or attending conferences. Expenses incurred when attending conventions and meetings shall be supported by a program of literature setting forth the opening and closing dates of the program.

Travelers shall provide themselves with sufficient funds to cover all expenses when traveling and submit a voucher for expenses upon return.

ARTICLE IV - Other Benefits

1. Use of Facilities. Reasonable provision will be made for the members of OPAP to use the general facilities of the College for their regular meetings. OPAP will be granted one meeting per month to be scheduled on the College calendar.

Additional meetings at the College must have the approval of the President or designee.

The OPAP and its authorized representatives shall be permitted to use, free of charge, College meeting facilities and equipment at all reasonable times when such facilities and equipment are not otherwise in use. This is to be scheduled with the Registrar. The OPAP shall furnish necessary paper and supplies. A designated bulletin board area shall be maintained for the exclusive use of OPAP for the purpose of posting OPAP notices. The OPAP shall be permitted to use the intracollege mail service.

2. Support Staff. The College, in consultation with OPAP, will assess the Support Staff needs as they pertain to the OPAP unit. The College will make every reasonable effort to meet these needs and/or develop a plan to meet these needs.

While the College reserves the overall authority for all Support Staff, in order to insure proper supervision, the Support Staff members should normally report to the OPAP unit member to whom they are assigned.

OPAP will be informed of all Civil Service changes and consulted regarding the assignment and reassignment of Support Staff members as they pertain to this unit.

3. Vacancies. OPAP shall be consulted in the establishment and identification of salaries and levels of all bargaining unit positions at least two weeks prior to the posting (publication) of each position. The notice of any vacancy in the OPAP unit of the College shall be made known to the employees in the unit as soon as the vacancy becomes official by email to the campus and posting the notice on the SUNY Ulster webpage.

The College recognizes the need for advisory interviews by OPAP unit members when filling supervisory positions for their unit and will provide opportunity for such interviews. OPAP will be consulted in the determination of the academic rank to be assigned for all newly hired OPAP unit members.

4. Academic Calendars. Copies of all proposed academic calendars for each year shall be submitted to OPAP for its recommendation at least one month prior to the date when the final calendar is to be adopted.
5. Access to Information. The President of the College shall make available to OPAP, upon request, any and all available information, statistics, and records relevant to negotiations that are necessary for the proper enforcement of the terms of this agreement which are reasonable and normally considered public.

Official copies of the minutes of the meetings of the Board of Trustees of the College and the Instructional Advisory Council shall be made available to OPAP within two weeks after such meetings are held or as soon as the minutes are adopted as official.

6. Academic Freedom. As members of the College community, professional educators have the rights and obligations of citizens and measure the urgency of these obligations in the light of their responsibilities. As citizens engaged in a profession that depends upon freedom for its health and integrity, they have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. (This provision is specifically excluded from the arbitration provisions of the grievance procedure contained in this agreement.)
7. Inclement Weather. If classes are cancelled due to inclement weather, members of OPAP will be expected to report for work as soon as road conditions permit. If the College is

officially closed, members of OPAP will not be expected to report to work. Part-time members who report for their shift and are subsequently dismissed due to closure will be paid for their scheduled shift. Members are to use accumulated time to cover periods of absence due to inclement weather when the College is open.

8. Membership in Professional Organization. The College may pay institutional memberships and dues in such organizations for OPAP unit members at its discretion and only provided that such membership is directly related to their positions at the College.
9. Part-time Benefits.
 - A. OPAP unit members who work at least ten (10) but less than eighteen (18) hours per week on average (48 hours or less in a two week payroll period for Campus Peace Officers) receive no benefits other than paid leave, as provided in Article IV Section 13(a)(3), tuition waiver, as provided in Article IV Section 10, and the right to purchase health insurance as provided in Article IV Section 23(a)(6).
 - B. OPAP Unit members who work at least eighteen (18) hours (more than 48 hours in a two week payroll for Campus Peace Officers) but less than thirty-five (35) hours per week on average will receive full health, life and dental benefits. All other benefits will be prorated based upon the hours/months worked as a proportion of a full-time, twelve-month work year.
10. Tuition Waivers.
 - A. UCCC. On a space available basis tuition for credit and credit-free courses offered by Ulster County Community College will be waived for OPAP unit members covered by this agreement working at least 18 hours per week on average or more (more than 48 hours in a two week payroll for Campus Peace Officers) shall have tuition waived for credit-bearing courses for their spouses and resident dependent children. Additional fees assessed relating to external vendor or contracted costs for credit free tuition charges are not subject to waivers and must be paid by the OPAP unit member. OPAP unit members who work at least ten (10) hours but less than eighteen (18) hours per week on average (48 hours or less in a two week payroll period for Campus Peace Officers) shall have tuition waived for one credit-bearing course for the member only during the semester.
 - B. SUNY. Consistent with the policies of the State University of New York, the College shall continue to cooperate in obtaining tuition assistance for OPAP members who pursue studies at the State University of New York senior institutions.

11. Legal Holidays. Legal holidays for OPAP unit members will be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day

The observance of these holidays will be determined by the College calendar. In the event that an OPAP unit member is required to work on a day when the College observes that holiday, the OPAP member shall receive an additional one-half day per diem salary payment and be given a day off to be designated by agreement between the OPAP member and the immediate supervisor.

12. Vacation. OPAP unit members shall accrue annual vacation at the rate of two days per month up to a maximum of 30 days as of August 31st of each year; such leave may remain unused and be carried over from College fiscal year to College fiscal year. OPAP unit members will be compensated for accrued leave, not in excess of 30 days, upon termination of employment.

13. Sick Leave, Sick Leave Bank and Bereavement.

A. Accruals.

1. Full-time OPAP unit members shall be granted 12 sick days of leave per College fiscal year. These 12 days will be credited to each OPAP member on September 1 and 100 sick days may be accumulated. A pro-rated number of sick days shall be credited to any OPAP unit member employed by the College after September 1 or working on less than a twelve-month basis. A doctor's certificate may be requested by the President after any absence of five consecutive days.
2. OPAP members who work less than 35 hours but 18 hours or more per week (More than 48 hours in a two week period in the case of Campus Peace Officers) accrue leave, including sick leave, on a pro rata basis.
3. OPAP members who work less than 18 hours per week on average but more than 10 hours accrue 16 hours of paid leave each year after completing four fiscal years of service.

B. Sick Bank Contributions. OPAP unit members may contribute two (2) days from their sick leave accumulation reserve during their first three (3) years of College service, and the employer will contribute one (1) days, for a total of three (3) days per OPAP unit member per year. OPAP unit members with more than three (3)

years of service at the College are entitled to contribute up to three (3) days of their sick leave during each year of this agreement toward the sick leave bank. In the event that the sick bank reserve is exhausted, a special gift of days to the sick bank by OPAP unit members will be allowed under the following restrictions: (1) No member may give more than one (1) day for each year of service at the College, and (2) not more than one such special gift may be made in any one year of this agreement. This sick leave bank shall accumulate to a maximum total of 300 days, excluding new-member contributions.

- C. Withdrawals: Less than 3 years service. OPAP unit members with three (3) years or less at the College who have contributed at least two (2) days from their sick leave accumulation reserve may be permitted, on written application and adequate justification, to draw up to fifteen (15) days against the bank after their own accumulation has been exhausted.
- D. Withdrawals: More than 3 years service. OPAP unit members with at least three (3) years of service may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after their own accumulations have been exhausted. Ninety [90] days for OPAP unit members with four [4] or more years of service.) In order to qualify for sick leave bank benefits, the OPAP unit member must be a member of the sick leave bank.
- E. Administrators. The President of OPAP and the College Benefits Administrator will administer this sick bank.
- F.
 - 1. Conversion of Sick Leave. Fifty percent (50%) [one hundred percent (100%) for OPAP members employed prior to September 1, 1980] of unused sick leave up to 100 days unused accumulation may be converted to cash payments at the time of termination of service due to death, retrenchment, or voluntary termination of service under any of the following conditions:
 - a. Having reached age 55.
 - b. Having 20 years of full-time service with the College.
 - c. Having reached an age which, when added to full-time years of service with the College, totals at least age 65.
 - 2. Upon retirement, each qualified OPAP unit member shall have the following options to be exercised prior to the last day of employment:
 - a. be paid for the dollar value of their accumulated and unused sick leave as defined in paragraph F(1);

- b. apply all or a portion of the dollar value of his/her accumulated sick leave as defined in paragraph F(1) to an account for the purpose of paying his/her employee portion of the premium cost of the College health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash;
 - c. in the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the College health insurance plan until the exhaustion of such account. In the event that the retiree dies without dependents, the dollar value of any remaining accruals will be paid to the retiree's estate;
 - d. all payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement.
- G. Bereavement. Eligible employees shall normally be granted up to five (5) sick leave or personal time to arrange for and attend a funeral in the event of a death in the immediate family. Immediate family here to include (for this section only), spouse, life partner, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother or father in-law, son or daughter in-law of the employee, or any person who is an actual member of the employee's household. Employees may apply to the President to use one (1) additional sick day in cases of long travel requirements.
- 14. Personal Leave. OPAP members employed on a 12-month basis shall have available six days per College fiscal year for personal leave. Request for use of personal leave days normally will be made in writing 48 hours in advance to the supervisor concerned. A prorated number of personal days shall be credited to any OPAP member employed by the College after September 1 or working less than on a 12-month basis. Personal leave days are not cumulative from year to year.
- 15. Unpaid Leaves.

No unpaid leaves of absence of one year or more in duration will count towards continuing appointment. While on such leaves, OPAP unit members may continue health insurance benefits at the members' own expense.

 - A. Parental Leave. Upon recommendation of the President and approval by the Board of Trustees of the College, parental leave without pay or benefits shall be

granted for a term of up to one (1) year. Extensions may be granted in like manner for terms of up to six (6) months. Upon return, the OPAP members shall be granted their prior positions and salaries as immediately prior to leave.

B. Professional Development. Unpaid leaves of absence for professional development may be granted, without benefits, by the Board of Trustees. Each OPAP unit member on such leave is guaranteed seniority and the same position upon return to the College, plus any contractual raise that has accrued during the year's absence.

C. Other Leaves.

1. The Board of Trustees may grant members of the professional staff, other than those persons having term appointments, other leaves of absence without salary or benefits for periods up to one year.
2. Applications for leaves of absence, without salary or benefits, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.
3. An OPAP unit member receiving a leave of absence shall be guaranteed the same position upon return with at least the member's previous salary.
4. While on leave of absence without pay or benefits, OPAP unit members shall retain all privileges of OPAP with the exception of salary and fringe benefits.

16. Jury Duty and Court Appearance. Any unit member of OPAP scheduled for jury duty or for whom it is necessary to appear as a witness in court or at a hearing before a governmental agency in matters related to their employment shall be excused from professional responsibilities without loss of pay to allow such participation with submission of appropriate documentation. Any compensation received during this period of excused Civil Service shall be remitted to the College by the professional employee.

17. Sabbatical Leave. Provided an adequate number of candidates meet the duly established criteria, one or two member(s) of the OPAP unit may be granted sabbatical leave by the Board of Trustees during each calendar year under this agreement.

To qualify for sabbatical leave, the applicant must have continuing appointment and have served as a member of the professional staff of the College for a continuous period of 66 contract months. In computing consecutive years of service, periods of sick leaves or other leaves granted by the Board of Trustees shall be included.

Sabbatical leaves will be primarily granted on the basis of benefit to the College. Sabbatical programs may be utilized for study and research, educational travel, creative

work, or experience of professional value which will refresh the outlook, increase the awareness or enhance the professional growth of the individual involved.

Should the qualifications of more than one applicant and the value of the sabbaticals be substantially the same, the applicant with the greatest length of continuous service with the College will be granted the sabbatical.

Payment during sabbatical leave will be at the rate of full salary for one-half year or one-half salary for a full year. Normal benefits such as retirement, group insurance, and hospitalization shall be continued during the period of leave.

Sabbatical leaves will normally commence at the beginning of the fall or the spring semester.

Members of the OPAP unit on sabbatical leave may, with the prior approval of the President, accept fellowships or grants in aid or earn income to assist in accomplishing the purpose of their leaves. In such cases, the President may adjust the sabbatical leave salary to reflect such income, either prior to, or during the periods of such leave, but in no case shall the sabbatical leave salary be decreased if total earnings are less than full salary.

All OPAP unit members shall be eligible for a second sabbatical leave when another 66 months of active continuous service in the College has been completed. Unpaid leaves of absence, granted by the Board of Trustees, do not constitute a break in continuous service.

Applications for sabbatical leave shall be submitted to the President of the College no later than six months prior to the academic year for which the sabbatical leave is requested, unless such requirement is waived. The application shall include a statement outlining the program to be followed while on leave, stating that the applicant intends to continue as a member of the professional staff upon return and that upon return, the applicant will submit to the President of the College a report of accomplishments while on sabbatical leave.

If the OPAP unit member does not return for one full year after completion of the sabbatical leave, the member must, within three months, repay the College in full for each month the member does not serve. If the member resigns during the sabbatical leave, the member's salary will be terminated and the member must, within three months, repay the College for each month on sabbatical leave.

In the event of termination by the College upon completion of the sabbatical leave, the member is relieved of all responsibilities for repayment of salary earned.

18. Retrenchment.

- A. The services of any OPAP unit member may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment is necessary, he shall consult OPAP concerning the policy to be followed in the reduction of staff.
- B. If an individual OPAP unit member's employment is to be terminated because of financial or program retrenchment after this consultation, the OPAP unit member shall be notified as far in advance as possible, but must be given at least 30 days advance notice of the date of termination.
- C. Retrenchment will be made in inverse order of seniority by department provided the remaining member has the qualifications to perform the duties required for the position. All temporary employees will be retrenched first, followed by part-time employees, followed by full-time employees.
- D. Any member who is retrenched may not displace employees in a separate department but will be given priority consideration for any available position at the College the member is qualified to fill. For the purposes of this Article, qualifications for a position will be measured based on the most recent job posting or vacancy announcement.
- E. For the purposes of this Article, the following departments are recognized:
 - 1. Financial Aid
 - 2. Registrar
 - 3. Admissions
 - 4. Student Services
 - 5. PACE
 - 6. Day Care
 - 7. Video
 - 8. Library
 - 9. Continuing Education
 - 10. BRC
 - 11. SBDC
 - 12. Physical Plant
 - 13. Teaching Aides
 - 14. Community Relations/Planning & Development
 - 15. Graphics
 - 16. Accounting
 - 17. Public Safety

- F. In the event of retrenchment, employees shall be paid for all vacation consistent with the vacation accrual provisions accrued to the time of termination in addition to sick leave benefits described under sick leave.
- G. If within two years of the date of termination the position or the program is reinstated, the individual who has had employment terminated for this position or program shall be offered reinstatement in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched OPAP member's recall entitlement hereunder.

19. Appointment of OPAP Unit Members. The President of the College or designee shall notify members of the OPAP unit promptly, in writing, following confirmation by the Board of Trustees, of their appointments, reappointments, promotions, changes in status, or other changes or conditions of their positions.

The President or designee shall notify in writing, following confirmation by the Board of Trustees, members of the OPAP unit not holding continuing appointments, whether their terms will be renewed, or if they are eligible for continuing appointments, whether or not they will be granted continuing appointment. Such notices shall be given as far in advance as is feasible and not later than February 28th preceding the expiration of their terms for persons appointed for the regular appointment year or comparable length of time for other terms. Unless terms and conditions of the appointments otherwise specify, the regular year of members of the OPAP unit shall be September 1 through August 31.

The granting of temporary, term, and continuing appointment shall be reserved to the President of the College subject to the approval by the Board of Trustees. Once continuing appointment is granted, no OPAP unit member may be terminated except on the basis of just cause, incompetence, insubordination, or moral turpitude. If requested, a terminated unit member shall be given access to a hearing before a committee of the Board of Trustees. The Board's Committee shall meet within fifteen (15) working days of receipt of the request for a hearing. The Committee's Chairperson shall issue a written report of its decision within ten (10) working days after the conclusion of the hearing.

All OPAP unit members who work more than eighteen (18) hours per week on average (More than 48 hours in a two week period in the case of Campus Peace Officers) are eligible for continuing appointment.

Continuing appointment for OPAP unit members shall not be for a specific position. Members of the OPAP unit who have received continuing appointment in academic areas while members of the teaching faculty shall retain academic rank as members of the OPAP unit.

All unit members who work more than eighteen (18) hours per week on average (More than 48 hours in a two week period in the case of Campus Peace Officers) shall have a probationary period of five (5) contract years.

If termination action is taken, notice of termination shall be given at least six (6) months prior to the beginning of the next contract year.

Should the Board of Trustees fail to take action on reappointment or granting of continuing appointment to an OPAP unit member, that person shall be automatically granted continuing appointment the first day following completion of the probationary period.

20. Life Insurance and Long-Term Disability.

- A. The employer shall provide, without cost to OPAP unit members, group life insurance protection which will pay to the OPAP unit member's designated beneficiary an amount equal to three times the member's annual salary.
- B. The employer will provide the total premium cost of long-term disability insurance. The vendor of this insurance will be determined by the College provided the conditions and coverage are equal to or exceed the policy currently in force.
- C. On an annual basis the College will provide OPAP members notice of the Plans in effect under this section.

21. Liability Protection. The employer will provide, without cost to OPAP members a minimum of \$1,000,000 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of their positions on or off campus. Coverage shall be sufficiently broad to protect OPAP unit members involved in extracurricular activities carried on under the auspices of the College or its representatives and shall include protection against risk of injury from unusual hazards, not to exceed the maximum coverage of the College policy.

22. Retirement Programs.

- A. An OPAP unit member must join one of the three retirement systems—the New York State and Local Employees' Retirement System, the New York State Teachers' Retirement System or the Teachers' Insurance Annuity Association and College Retirement Equities Fund. The College agrees to make full contribution at the present rate as required by law. OPAP unit members shall make any member contributions required by law as a condition of membership.

23. Health Insurance.

A. Plans.

- 1. The College will continue to provide a health, dental, and vision care plan providing benefits in accordance with the carrier contracts and the applicable schedules therein in effect as of September 1, 2015.

The OPAP and College agree to meet on an annual, or as needed, basis to review the existing health insurance plans. The OPAP and College may in this annual meeting agree to modify the plan benefits and deductibles.

2. The College shall continue to offer the New York State Government Health Insurance Program ("Empire Plan") Care Plus Medical and Psychiatric Enhancements. The College shall also continue to offer HMO options.
3. The College will provide Dental and Vision coverage.
4. The College shall have the right to substitute through a carrier of its choice (or become self-insured) for the coverage indicated above. The College will provide the OPAP unit with at least 90 days notice of the effective date of such change. The OPAP unit will have the right to review and study the benefits of said proposed plan. The College ensures the OPAP unit members that these new benefits will be comparable to the coverage currently provided by the health carrier.
5. The College will take all steps necessary to add Domestic Partner riders to the health, dental and vision care plan offered through the College if the County adopts a Domestic Partner rider for Countywide units.
6. The College will provide health insurance benefits to OPAP unit members who work eighteen (18) hours or more (more than 48 hours in a two week payroll period for campus peace officers) pursuant to the premium cost-sharing formula in Article IV Section 23.B. OPAP unit members who work less than eighteen (18) hours (48 hours or less in a two week payroll period for campus peace officers) will have the right to purchase insurance at the group rate with the employee bearing 100% of the cost.

B. Premiums.

1. a. OPAP members who select dependent care coverage under the Participating Provider or Basic Medical Programs under the New York State Health Insurance Program (Empire Plan), or a comparable indemnity plan provided by the College, will pay 10% of the annual premium rate over ten months (September through June) pursuant to a payroll deduction plan. OPAP members who select individual coverage will pay 10% of the annual premium rate over ten months pursuant to a payroll deduction plan. Effective September 1, 2015, new employees hired after September 1, 2015 will pay 20% of the annual premium rate over ten months pursuant to a payroll deduction plan.

- b. The College will continue to provide HMO options provided through the Empire Plan subject to any deductibles set by the HMO. The employee portion of the premium for individual or dependent care will be increased to 10% of the cost regardless of the HMO plan selected. Effective September 1, 2015, new employees hired after September 1, 2015 will pay 20% of the annual premium rate over ten months pursuant to a payroll deduction plan.
 - 2. OPAP members will not be required to contribute to the premium costs of the dental or vision care plans that are part of the existing health insurance plans.
 - C. Declining Coverage. Those OPAP members who have health coverage elsewhere may elect not to be covered by the County Health Plan; the County will pay \$2,000 yearly to the member selecting this option. Those who elect not to use the County's health insurance coverage will receive the \$2,000 "opt-out payment" in equal quarterly installments of \$500 each (September through June). OPAP members may elect to return to the health insurance coverage on the first day of any month next following a 5-day advance notice.
 - D. Retiree Health Insurance. The College shall continue to permit OPAP members with ten years of service who subsequently retire to continue coverage for the retiree and spouse with the College paying 50% of the premium cost. New employees hired after September 1, 2015 who subsequently retire will be provided individual coverage only with the College paying 50% of the premium cost.
 - E. The College will make available a flexible benefit program pursuant to Internal Revenue Code §125 in the maximum amounts allowable by law.
 - F. The College will provide an Employee Assistance Program (EAP) at no expense to the employee.
24. Grievance Procedure
- A. Purpose. It is the policy of the College and OPAP that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.
 - B. Definitions.
 - 1. A grievance is an alleged violation of this agreement or any dispute with respect to its meaning or application.

2. An employee is any person in the OPAP unit covered by this agreement.
3. An aggrieved party is the employee or group of employees who submit a grievance or on whose behalf it is submitted, or the OPAP.

C. Submission of Grievances.

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the College and OPAP (Schedule D annexed) and shall identify the aggrieved party; the provision of this agreement involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; if known the identity of the person responsible for causing such events or conditions; and a general statement of the grievance and the redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty-one (21) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based. The parties may, by mutual agreement, toll the period for filing a grievance.
4. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor outside of OPAP. OPAP may submit any grievance.

D. Response and Resubmission.

1. The immediate supervisor outside the bargaining unit shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response from said immediate supervisor, or if no response is received within five (5) working days after the submission of the grievance, such aggrieved party may submit a copy of the grievance to the President of the College.
2. The President or the President's designated representative and a committee appointed from the Board of Trustees shall confer, upon request, with the aggrieved party(ies) with respect to the grievance and shall deliver to the aggrieved party(ies) a written statement of

their position with respect to it no later than ten working days after it is received by the President.

3. In the event OPAP is not satisfied with the determination with respect to a grievance in D(2), within twenty-one (21) calendar days after receiving a determination it may submit the grievance to arbitration by serving a demand for arbitration on the President of the College.

E. Arbitration.

1. Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Ira Lobel
Louis Patack
Jeffrey Selchick
Jay Siegel

When a demand for arbitration has been filed with the President of the College, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event that the selected arbitrator cannot provide a date within ninety (90) days.

2. The arbitrator's decision will be in writing and will set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of this agreement. No arbitration award resulting from this agreement shall have the effect of granting continuing appointment to any member of the OPAP unit who would not otherwise be recommended for continuing appointment.

The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator will issue a decision within thirty (30) days of the closing of the proceedings.

3. The cost of all proceedings, including arbitration, will be borne equally by the College and OPAP

4. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
25. Access to Personnel Files. There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the member. Confidential reference letters contained in the file will not be reviewed by a member. The member shall have the right to photocopy, at the member's own expense, the contents of the file, except confidential reference letters. The personnel file shall not leave the custody of the College administration.
26. Use of Email
 - A. Electronic mail ("email") shall not be used to send employees counseling memoranda, letters of reprimand and /or Notices of Unsatisfactory Service.
 - B. The College will not monitor the content of information transmitted over the College email absent an investigation of a specific complaint about the appropriateness of the contents.
 - C. The College and OPAP will mutually act to safeguard the privacy of communications by limiting distribution to the extent possible to the sender and recipient.
27. Miscellaneous.
 - A. Superseding. This agreement shall supersede any rules, regulations, or any practices of the College which shall be contrary to or inconsistent with the terms of this agreement.
 - B. Legislative Action. 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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
 - C. Legality of Provisions. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - D. Amendment Provision. Subject to the provisions of Article 14 of the Civil Service Law, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from, or

modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

- E. Equal Opportunity. Ulster County Community College is an Equal Opportunity Employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, sexual preference, handicap, or national origin, in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

ARTICLE V - Labor/Management Committee

There shall be a labor/management committee composed of the President of the Association and three bargaining unit members appointed by the President of the Association or designee, and four members appointed by the President of the College, which shall meet at the request of either party as the interests of the Association or of the College may require for the purposes of considering non-contractual matters of mutual concern.

The parties will appoint a special labor management committee to continue discussion on amendments to the agreement on the following topics:

Retrenchment under Article IV Section 18

Schedule C Position Responsibility Scale

This committee will meet and issue a report and recommendation to the parties no later than January 15, 2016.

ARTICLE VI - Duration of Agreement

This agreement shall be effective as of September 1, 2014, and shall remain in effect until August 31, 2018. If the College negotiates additional increases in base salary for any of the other bargaining units at the College during the period covered by this agreement, upon demand from OPAP the College will reopen negotiations.

SIGNATURES

FOR THE EMPLOYER, COUNTY OF
ULSTER AND ULSTER COUNTY
COMMUNITY COLLEGE

FOR THE ORGANIZATION OF
PROFESSIONAL ADMINISTRATIVE
PERSONNEL

Michael P. Hein Date
County Executive,
Ulster County

Jack Murphy Date
President

Alan P. Roberts Date
President, Ulster County
Community College

SCHEDULE A

Compensation

1. Salary Increases. Annual base salary increases shall consist of two parts, longevity increments and flat dollar amount and/or % increases. For full time OPAP members Longevity increments under this agreement will be paid for September 1, 2014, September 1, 2015, September 1, 2016 and September 1, 2017.

All adjustments to salary shall be applied before annual base salary percentage increases. New base annual salaries shall be prorated for OPAP members with less than 12-month, full-time appointments.

- A. Longevity Increments. Returning OPAP members will receive longevity increments based on their length of service from their initial date of employment with the College in accordance with the schedule below:

Effective

9/1/01

Less than 7 years	\$725
Equal to or more than 7 years	\$775
Equal to or more than 10 years	\$825
Equal to or more than 11 years	\$850
Equal to or more than 15 years	\$900
Equal to or more than 16 years	\$950
Equal to or more than 20 years	\$975
Equal to or more than 21 years	\$1000
Equal to or more than 25 years	\$1025

- B. Base Salary Increases.

Effective September 1, 2014 each returning full time OPAP member shall receive longevity increments only.

Effective September 1, 2015 each returning full time OPAP member shall receive longevity increments only.

Effective September 1, 2016, the 2015/16 base annual salary or hourly rate of each returning full time OPAP unit member shall be increased by .25% plus longevity.

Effective September 1, 2017, the 2016/2017 base annual salary or hourly rate of each returning OPAP unit member shall be increased by .25% plus longevity.

September 1, 2014 - August 21, 2018 CBA

OPAP members who work less than 18 hours per week (48 hours or less per two week payroll period for Campus Peace Officers) will have their hourly rate increased by 1.5% effective September 1, 2014, 1.5% effective September 1, 2015, 1.75% effective September 1, 2016 and 1.75% effective September 1, 2017.

For the purpose of this agreement a returning OPAP member is defined as someone who was on the payroll as of May 31, 2014 for salary increases effective September 1, 2014, May 31, 2015 for salary increases effective September 1, 2015, May 31, 2016 for salary increases effective September 1, 2016 and May 31, 2017 for salary increases effective September 1, 2017.

The parties agree that the settlement of this Agreement and the granting of Longevity Increments during the life of this Agreement will not be considered evidence of whether the obligation to grant Longevity Increments sunsets at the conclusion of the Agreement.

2. Position Responsibility Scale and Minimum Salaries.

Members of the OPAP unit employed during the term of this agreement will have their salaries determined by the Position Responsibility Scale (Schedule C annexed), and their place on that scale will be determined by a combination of degrees, experience, academic rank, etc., by the President of the College in consultation with OPAP.

The President of the College, in consultation with OPAP, will annually review the Position Responsibility Scale and changes in the placement of individuals on the scale that result from the establishment of new positions or from changes in responsibility, title, educational background, and other relevant factors.

The minimum salaries are to be as follows:

	+1.5%	+1.5%	+1.75%	+1.75%
Level	9/1/14	9/1/15	9/1/16	9/1/17
1	\$28,353	\$28,778	\$29,282	\$29,794
2	\$29,705	\$31,190	\$31,736	\$32,291
3	\$31,055	\$31,521	\$32,072	\$32,634
4	\$33,755	\$34,261	\$34,861	\$35,471
5	\$40,505	\$41,113	\$41,833	\$42,565
6	\$56,708	\$57,559	\$58,566	\$59,591

Each change from one level to another will be accompanied by an increase in salary of at least the amounts listed below:

<u>Level</u>	
1 to 2	\$1,000
2 to 3	\$1,100
3 to 4	\$1,200
4 to 5	\$1,300
5 to 6	\$1,400

Positions may be established or existing positions modified that fall within the OPAP unit that require service of less than 12 months. These may be initiated at the discretion of the President. Salaries and fringe benefits for such positions will be established as follows: The position will be based upon the Position Responsibility Scale as though it were a 12-month position. The employee will then receive salary and, where applicable, fringe benefits pro-rated downward from the 12-month salary figure.

3. Promotion in Academic Rank.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

	Effective <u>9/1/04</u>
Instructor	\$1,800
Assistant Professor	\$1,900
Associate Professor	\$2,000
Professor	\$2,100

4. OPAP Teaching. OPAP unit members who teach will be paid according to the overload/adjunct faculty schedule currently in force.

5. Discretionary Funds. When inequities in salaries arise due to job market fluctuations the President may, at the President's discretion, annually adjust those affected salaries. The amount of money available each year in a discretionary fund for such adjustments shall not exceed \$10,000.

SCHEDULE B

Minimum Criteria for Promotion

Promotion from one rank to another shall be based on merit and performance. Generally, promotion or initial appointment will be based on the following criteria:

Instructor

Master's degree + 45 related semester hours with less than 1 year's experience

Master's degree + 30 related semester hours with less than 2 years' experience

Master's degree + 15 related semester hours with less than 3 years' experience

Bachelor's degree or equivalent with less than 6 years experience

Assistant Professor

Doctorate degree

Master's degree + 45 related semester hours with 1 year's experience

Master's degree + 30 related semester hours with 2 years' experience

Master's degree + 15 related semester hours with 3 years' experience

Master's degree with 4 years' experience

Bachelor's degree or equivalent with 6 years' experience

Associate Professor

Doctorate degree with 4 years' experience

Master's degree + 45 related semester hours with 6 years' experience

Master's degree + 30 related semester hours with 7 years' experience

Master's degree + 15 related semester hours with 8 years' experience

Master's degree with 9 years' experience

Bachelor's degree or equivalent with 11 years' experience

Professor

Doctorate with 8 years' experience

Master's degree + 45 related semester hours with 10 years' experience

Master's degree + 30 related semester hours with 11 years' experience

Master's degree + 15 related semester hours with 12 years' experience

Master's degree with 13 years' experience

Bachelor's degree or equivalent with 15 years' experience

Experience as stated in the above qualifications shall mean:

	<u>Exp. Credit in Years</u>	<u>Ratio</u>	<u>Actual Years Experience</u>
College Teaching	1	for	1
High School Teaching	1/2	for	1
Full-time employment in a related field (not to exceed 7 yrs' credit)	1/2 or 1	for	1
Professional Licenses, Diplomas, Certificates	Not to exceed two years' credit		

Guidelines for Appointment and Promotion to Rank

Promotion of an individual meeting the above qualifications should not be construed to be automatic or mandatory.

Promotion from one rank to another shall be based on merit as well as meeting the minimum criteria.

Merit promotion regardless of the criteria stated above may be recommended by the President to the Board of Trustees.

SCHEDULE C

OPAP Titles & Position Responsibility Scale

LEVEL I

Instructional Assistant
Tutor

LEVEL II

Counselor
Director of Retired Senior Volunteer Program
Instructional Assistant

LEVEL III

Admissions Counselor
Assistant Athletic Director
Assistant Director of Pace Program
Assistant to Registrar
College Nurse
Coordinator of Career Services
Coordinator of Enrollment Management Services
Coordinator of Environmental and Facility Services
Coordinator of Housekeeping Services
Coordinator of Learning Strategies & Supplemental Education
Coordinator of Publications and Special Events
Coordinator of Transfer
Counselor
Counselor - Small Business Development Center
Director of Child Care
Financial Aid Specialist
Instructional Assistant
Multi-Media Instructional Designer
Program Coordinator
Retention and Transfer Specialist
Transition Specialist
Web Coordinator

LEVEL IV

Administrator of Publications & Special Projects
Assistant Director of Academic Support Services & Placement
Assistant Director of Financial Aid

Assistant Librarian
Assistant Librarian - Coordinator of Information Literacy
Assistant Librarian - Reference
Assistant to the Associate Dean of Academic Affairs
Associate Librarian - Technical Services
Coordinator of Student Support Services
Director of Athletics
Director of International Programs
Director of PACE Program
Director of Printing and Graphic Services
Director of Small Business Development Center
Site Coordinator - Business Resource Center

LEVEL V

Associate Director of Library Services
Director of Academic Support Services and Placement
Director of Admissions
Director of Plant Operations
Director of Student Financial Aid and EOP
Medical Director - Paramedic Program
Registrar

LEVEL VI

Associate Dean for Counseling and Student Services
Associate Dean of Academic Affairs
Associate Dean for Continuing & Professional Education

SCHEDULE D

Grievance Form A

AGGRIEVED PARTY _____

TITLE OF POSITION _____

GRIEVANCE NO. _____ DATE FILED _____

PERSON(S) RESPONSIBLE FOR ALLEGED GRIEVANCE

DATE OF ALLEGED VIOLATION _____

PROVISION OF NEGOTIATED AGREEMENT CITED:

NATURE OF GRIEVANCE _____

REDRESS SOUGHT _____

SIGNATURES

Aggrieved Party

For Organization of Professional
Administrative Personnel

SCHEDULE D

Grievance Form B

Response and/or Determination

GRIEVANCE NO. _____

AGGRIEVED PARTY _____

RESPONSE _____

DETERMINATION _____

Date

Signature