

AGENDA – BOARD OF TRUSTEES MEETING

SUNY Sullivan

Thursday, May 19, 2016 4:00 pm

Farrow Board Room

1. Call to Order

2. **Action Items**

- **Approval of Minutes of April 21, 2016**
- **Resolution #418-16: Approval of Emeritus Status for Thomas Lambert**
- **Resolution #419-16: Approval of 2016-2017 Operating Budget**
- **Resolution #420-16: Approval of 2016-2017 Sponsor Services**
- **Resolution #421-16: Approval of Leadership Transition Team**
- **Resolution #422-16: Approval of Teamster Contract**

3. Community/Public Feedback

At any regular meeting of the Board, a member of the public shall be permitted to speak on any issue before the Board for a period not to exceed 2 minutes except if the Chair allots more time.

4. Faculty Council Representative to the Board Report

5. Chairman's Report

6. Trustee's Reports

- SPIA Update
- Landscape Committee Update
- Finance Committee Update
- Dorm Corp Update
- Student Trustee Report

7. President's Report to the Board

8. Correspondence

9. Feedback to the President

10. Executive Session

Executive sessions are held for purposes of discussing proposed or pending current litigation, the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.



Board of Trustees
112 College Road
Loch Sheldrake, NY 12759-5723

RESOLUTION #418-16

PROFESSOR EMERITUS STATUS FOR THOMAS LAMBERT

WHEREAS, Professor Thomas Lambert served SUNY Sullivan with dedication, commitment, and distinction for forty-three years, beginning in the fall of 1973, and retiring from the college on August 31, 2016; and

WHEREAS, during his forty-three years at SUNY Sullivan he served as a faculty member and Chair of the Social and Behavioral Sciences Division, as well as Professor of Sociology in the Social Sciences and Sustainability Studies Division, and the college received numerous heartfelt letters and messages in support of this honor; and

WHEREAS, in their correspondence, former colleagues invariably portrayed him as a professor who met his responsibilities with a complete dedication of mind and heart, and a reverence and respect for his students, and as a role model, who held the full support of the faculty in the Social Sciences and Sustainability Studies Division; and

WHEREAS, Professor Lambert received numerous awards over the years including the Sullivan County Community College Foundation Legacy Award in 2006, and the State University of New York Chancellors Award for Excellence in Teaching in 1976; and

WHEREAS, Professor Lambert received a 1972 National Science Foundation grant to study anthropology and archeology at the University of Colorado, and in 1974, another National Science Foundation grant to study advanced statistics at the University of Maryland. and was the subject of a documentary entitled "The Marginal Man", produced in 2001 by one of his former Sullivan County Community College students; and

WHEREAS, Professor Lambert participated in innumerable committees for the purpose of advancing the work and mission of the college and served as the Faculty Representative on the Foundation Board for many years, and was a ceaseless advocate for faculty support of the Foundation; and

WHEREAS, Professor Lambert participated in numerous campus panel discussions and other programs including Issues in the Ukraine, the Newton Shootings and Rock the Vote; and

WHEREAS, Professor Lambert spent countless hours educating community members, including important patrons and donors, about SUNY Sullivan and obtaining their support; and

WHEREAS, over the years Professor Lambert has housed, transported, fed, counseled, mentored and advised the students of SUNY Sullivan, and countless numbers of them have credited him with transforming their lives; and

WHEREAS, Professor Lambert has perfected the art of teaching to the point where he can stand facing the class during a lecture and write on the board with his hand behind his back; and

WHEREAS, the President, the Vice President for Academic and Student Affairs, the Division Chairpersons, and highly esteemed members of the community recommend this public recognition of Professor Thomas Lambert for his many contributions to the College; and

THEREFORE, BE IT RESOLVED that Professor Thomas Lambert is awarded the recognition of his distinguished service, and as an expression of gratitude for his exceptional dedication and professional commitment to further the goals of the College, Professor Thomas Lambert be granted the status of Professor Emeritus and that he be accorded such recognition and honors as may be appropriate to persons holding this rank.

BE IT FURTHER RESOLVED that this resolution become part of this Board of Trustees meeting, and a copy of this resolution be presented to Professor Lambert.

Certified as a true copy of the Resolution adopted by
the Sullivan County Community College Board of Trustees
at its meeting held on May 19, 2016

Patricia Adams
Secretary to the Board of Trustees of
Sullivan County Community College

RESOLUTION #419-16**RESOLUTION RE: Adoption of Fiscal Year 2016-2017 Operating Budget**

WHEREAS: Sullivan County Community College has formulated its Fiscal Year 2016-2017 Operating Budget at a total of \$ 17,426,850 and

WHEREAS: said Operating Budget must be adopted by the Board of Trustees and forwarded to the County of Sullivan and the State of New York;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Sullivan County Community College hereby adopts a Fiscal Year 2016-2017 Operating Budget of \$ 17,426,850 dated May 19, 2016 delineated as follows:

REVENUE	
Tuition	4,677,044
Out of State Tuition	115,154
State Aid	3,302,217
Chargeback	2,026,099
Other Offsetting Revenue	971,336
Facility Use Fees	35,000
Sullivan County's Contribution	4,300,000
Total Unrestricted	15,426,850
Restricted Revenue	2,000,000
Total Restricted	2,000,000
Total Budget Request	17,426,850

EXPENSE	
Instructional	4,347,407
Public Service	10,465
Library & Information Technology	700,072
Student Services	1,373,820
Buildings and Grounds	1,427,971
Administration	1,606,469
General Services	1,201,046
Employee & Post Employ Benefits	4,759,600
Total Unrestricted	15,426,850
Restricted Expenses	2,000,000
Total Restricted	2,000,000
Total Budget Request	17,426,850

BE IT FURTHER RESOLVED that certified copies of this Resolution are forwarded to the County of Sullivan and the State University of New York.

Certified as a true copy of the Resolution adopted by the Board of Trustees at their meeting held on the 19th day of May 2016

Patricia Adams, Secretary
SUNY Sullivan Board of Trustees

RESOLUTION #420-16

RESOLUTION RE: Sponsor Services Included in the Fiscal Year 2016-2017 Operating Budget

WHEREAS: the Fiscal Year 2016-2017 Operating Budget Request of Sullivan County Community College includes appropriations totaling \$ 141,000 for services rendered on behalf of Sullivan County Community College by its sponsor, the County of Sullivan; and

WHEREAS: the Board of Trustees of Sullivan County Community College must provide the State University of New York with a valuation and listing of said sponsor services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Sullivan County Community College hereby approves the following list and valuation of services to be provided by the County of Sullivan during Fiscal Year 2016-2017:

Snow Removal	50,000
Workers' Compensation	85,000
Short Term Disability for Teamster Staff	6,000
TOTAL	141,000

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the County of Sullivan and the State University of New York.

Certified as a true copy of the Resolution adopted by the Board of Trustees at their meeting held on the 19th day of May, 2016

Patricia Adams, Secretary
SUNY Sullivan Board of Trustees

RESOLUTION #421-16

**RE: APPROVAL OF INTERIM LEADERSHIP
TRANSITION TEAM**

WHEREAS: The current president of SUNY Sullivan is resigning effective May 31, 2016; and

WHEREAS: SUNY Sullivan will require leadership during an interim period and will not be able to secure another president in the short term; and

WHEREAS: Dr. Robert Schultz, Vice President for Academic and Student Affairs, Mary Sudol, Division Chair of the Business and Culinary Arts Department, and Dr. Stephen Mitchell, Associate Vice President for Planning, Human Resources and Facilities have been identified as three individuals who have agreed to assume responsibility for college operations during the interim in the form of a Leadership Transition Team, effective June 1, 2016; and

WHEREAS: Dr. Robert Schultz will assume the role of Officer in Charge during the interim period, with all the rights and responsibilities afforded to a president of a community college; and

WHEREAS: The Leadership Transition Team has agreed to accept the responsibility of day to day operations of the college until another president is selected.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of SUNY Sullivan hereby state their intention to appoint Dr. Robert Schultz, Mary Sudol and Dr. Stephen Mitchell as interim leaders of the college in the form of a Leadership Transition Team, effective June 1, 2016, for an interim period until another president is selected; and

BE IT FURTHER RESOLVED the Board of Trustees state their intention to appoint Dr. Robert Schultz as Office in Charge, effective June 1, 2016, during this interim period.

Certified as a true copy of the Resolution adopted by
the Sullivan County Community College Board of Trustees
at its meeting held on May 19, 2016

Patricia Adams
Secretary to the Board of Trustees of
Sullivan County Community College

RESOLUTION #422-16

RE: APPROVAL OF TEAMSTER CONTRACT

WHEREAS: The Board of Trustees of SUNY Sullivan has empowered the college president to enter into contracts on behalf of the college; and

WHEREAS: The current contract between Sullivan County Community College and the Teamsters Local 445, International Brotherhood of Teamsters expired December 31, 2015; and

WHEREAS: Designated college management and representatives from Teamsters Local 445 met and bargained in good faith and agreed to a 1%, 2%, 2% raise for college employees in the Teamsters Local 445 union for years 2016, 2017 and 2018, respectively; and

WHEREAS: Other terms were discussed and agreed upon; and

WHEREAS: The term of the new contract is January 1, 2016 to December 31, 2018; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of SUNY Sullivan hereby approve of the contract between Sullivan County Community College and the Teamsters Local 445, International Brotherhood of Teamsters, and direct the president or appropriate management representative to sign and execute the contract on behalf of the college.

Certified as a true copy of the Resolution adopted by
the Sullivan County Community College Board of Trustees
at its meeting held on May 19, 2016

Patricia Adams
Secretary to the Board of Trustees of
Sullivan County Community College

AGREEMENT

By and Between

Sullivan County Community College

And

Teamsters Local 445, International

Brotherhood of Teamsters

January 1, 2016 to December 31, 2018

TABLE OF CONTENTS

INTRODUCTION..... 4

ARTICLE I: APPLICABLE LAW 4

ARTICLE II: RECOGNITION, DUES DEDUCTION, AGENCY SHOP 5

ARTICLE III: COMPENSATION 7

ARTICLE IV:WORK DAY, WORK WEEK, AND OVERTIME 9

ARTICLE V: LONGEVITY 15

ARTICLE VI: SENIORITY 16

ARTICLE VII: PROMOTIONS AND APPOINTMENTS 18

ARTICLE VIII: GOOD AND WELFARE 18

ARTICLE IX: EDUCATIONAL LEAVE..... 21

ARTICLE X: JURY DUTY 22

ARTICLE XI: MILEAGE 22

ARTICLE XII: MEAL ALLOWANCES AND OTHER EXPENSES 23

ARTICLE XIII: HOLIDAY SCHEDULE 24

ARTICLE XIV:

 ANNUAL (VACATION), SICK AND PERSONAL LEAVE 25

 SICK LEAVE 27

 PERSONAL LEAVE 30

ARTICLE XV:BEREAVEMENT LEAVE..... 31

ARTICLE XVI: EMERGENCY TIME OFF..... 31

ARTICLE XVII: MILITARY LEAVE AND OTHER LEAVES 32

ARTICLE XVIII: LEAVE OF ABSENCE 33

ARTICLE XIX: PENSIONS AND HEALTH INSURANCE..... 34

ARTICLE XX: DISABILITY 41

ARTICLE XXI: DISAGREEMENTS 41

ARTICLE XXII: GRIEVANCES 43

ARTICLE XXIII: RECIPROCAL RIGHTS..... 43

ARTICLE XXIV: LABOR-MANAGEMENT COMMITTEE 45

ARTICLE XXV: RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER 45

ARTICLE XXVI: SAVING CLAUSE	46
ARTICLE XXVII: NOTICES	47
ARTICLE XXVIII: JOB SECURITY	47
ARTICLE XXIX: SUB-TITLES	49
ARTICLE XXX: DEFINITIONS	49
ARTICLE XXXI: WAIVER CLAUSE	49
ARTICLE XXXII: MISCELLANEOUS PROVISIONS.....	50
ARTICLE XXXIII: ENTIRE AGREEMENT	51
ARTICLE XXXIV: MANDATED PROVISIONS OF LAW	51
RULES RELATING TO SALARY SCHEDULE ADMINISTRATION	53
 APPENDICES	
APPENDIX 1: ADMINISTRATIVE TITLES (MC)	54
APPENDIX 2: SALARY STRUCTURE.....	55

AGREEMENT made the 1st day of January, 2016 between SULLIVAN COUNTY COMMUNITY COLLEGE, a community college with its office at 112 College Road, Loch Sheldrake, New York 12759, Employer, and SULLIVAN COUNTY MAIN UNIT, TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, with its offices at 15 Stone Castle Road, Rock Tavern, New York 12575.

INTRODUCTION

Sullivan County Community College and Teamsters Local 445 declare that it is their intended purpose and stated policy to promote harmonious and cooperative relationships between the Sullivan County Community College, Teamsters Local 445, and unit employees, and to protect the campus community by assuring, at all times, the orderly and uninterrupted operations and functions of the College. This intended purpose and stated policy is best effectuated by good faith efforts and intentions between management and employees of the College and through effective dialogue and communication. Although various procedures are established for reviewing disputes or disagreements, these conciliation measures are unnecessary if there is an effective effort on the part of management and employees to engage in patient and effective dialogue and communication.

ARTICLE I

APPLICABLE LAW

101. This contract shall be interpreted in accordance with the statutes of the United States of America and such other laws and regulations as may be applicable thereto; the Civil Service Law, the County Law and the General Municipal Law of the State of New York, and such other statutes, rules and regulations as may be applicable thereto; and local laws, resolutions and regulations of the County of Sullivan as may be applicable thereto.

ARTICLE II
RECOGNITION, DUES DEDUCTION, AGENCY SHOP

201. The Employer recognizes the Union as the sole and exclusive representative of all provisional, probationary and permanent employees of the Employer excluding all employees represented by the Professional Staff Association (PSA) as of January 1, 2003 and those appropriately placed in that bargaining unit thereafter, and the faculty and administration of Sullivan County Community College (see appendix for list of current administrative titles). In the event that additional employees are required to fill such jobs, the Employer and the Union shall convene the committee to examine and determine the exclusion of such additional employees.
- 202.1 Employees, other than four month seasonal employees, who regularly work fifteen (15) or more hours but less than thirty hours per week shall be designated as regular part-time employees.
- 202.2 Regular part-time employees shall be members of the collective bargaining unit and shall receive the following contract benefits:
- a. Health Insurance - the employee may elect enrollment in the College's Health Insurance Program for part-time employees. If individual coverage is chosen, the employee shall contribute one-half the cost of the premium for this coverage. If dependent coverage is chosen, the employee shall contribute one-half of the cost of individual coverage and all of the cost of the premium difference between individual and dependent coverage.
 - b. Leave time accruals - the employee shall receive leave time accruals in accordance with the following:
 - Vacation leave: 3.5 hours per month
 - Sick leave: 3.5 hours per month
 - Personal leave: 2.0 hours per month
 - Holiday leave: 3.5 hours per month

Bereavement leave: Will be appropriated up to (14) hours per occurrence

- c. Effective January 1, 2010 and on each January 1st each year thereafter, any regular part-time employee who has completed a continuous period of employment of one (1) full year or any multiple of one (1) full year, shall receive a longevity payment equal to \$50.00 for each year of service.
 - d. In the event a part-time employee is appointed to full-time employment, all accrued time shall be transferable.
- 202.3 The time limitations and restrictions and other provisions of Section 64 of Civil Service Law shall apply to all temporary positions and appointments.
203. The Union hereby affirms that it shall not engage in a strike or cause, instigate, engage or condone a strike, nor will it engage in any activity contrary to the provisions contained in the Public Employees Fair Employment Act, Civil Service Law, Section 210.
204. The Union shall have exclusive rights to payroll dues deductions during the term of this contract.
205. The Employer shall deduct from the wages of the employees, regular membership dues, and other authorized deductions for those employees who sign authorization permitting such deductions.
206. Dues deductions shall be made the first two paydays of the month. Funds thus collected shall be transmitted to the Treasurer of the Teamsters Local 445, 15 Stone Castle Road, Rock Tavern, New York 12575.
207. Deductions authorized by any employee shall continue as so authorized unless and until such employees notifies the Employer of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing

and signed by the employee and submitted to the Employer in triplicate. One copy shall be forwarded to the Treasurer of the Teamsters Local 445 by the Employer, one copy shall be sent to the Sullivan County Community College Union Chief Steward, at 15 Stone Castle Road, Rock Tavern, New York 12575 and one copy shall be retained by the Employer.

208. The employer shall deduct from the wages of each employee who is not a member of the Union an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such employee within thirty (30) days of the date of employment. Agency shop fees shall be deducted and paid in accordance with Section 206 hereof, and the College will separately designate at the time of deduction, union dues and agency shop deductions.
209. The Union shall hold the Employer harmless for any and all damages it may sustain as a result of making payroll dues and agency shop deductions and furthermore, the Union becomes responsible for the disposition of such funds, so deducted, once turned over to the Union.

ARTICLE III COMPENSATION

301. Employees shall be compensated only in accordance with this article and the Salary Schedule annexed hereto.
302. Effective January 1, 2016, annual salaries shall be increased by one percent (1%).
Effective January 1, 2017, annual salaries shall be increased by two percent (2%).
Effective January 1, 2018, annual salaries shall be increased by two percent (2%).
303. Upon promotion, an employee shall receive either the entry salary rate of the position to which such employee is promoted or an increase equal to eight percent (8%) of the

salary of the position from which such employee is promoted if the promotion is a one-grade promotion or an increase equal to twelve (12%) percent of the salary of the position from which such employee is promoted if the promotion is two (2) or more grades, whichever is greater.

304. An employee who returns to a lower level position from a higher level position for whatever reason shall be paid the salary in the lower level position they would have received had they remained in that position.
305. a. Effective January 1, 2013, employees whose regular shift included more than one (1) hour between 4:00 PM and 8:00 AM, shall be paid a shift differential for all hours of said shift, including paid leave time, of \$1.15 per hour. Effective January 1, 2014, the shift differential rate shall increase to \$1.25 per hour. Effective January 1, 2015, the shift differential rate shall increase to \$1.35 per hour.
- b. The supervisor may recommend a merit bonus between \$500.00 and \$1,500.00 for any employee who receives a performance review of satisfactory or above. Final approval of merit bonus will be granted by the President. This is a one-time payment and does not impact the base salary.
306. The Employer shall provide stipends in addition to regular compensation for employees who perform interpreting services in connection with their employment with the College. Stipends shall be paid in accordance with the following provisions:
- **LEVEL I PROFICIENCY:** Any employee who performs interpretation services to the satisfaction of the Department/Division/Unit Head, and who is approved by the Associate Vice President for Planning, Human Resources and Facilities, is eligible to receive the Level I stipend of \$1,500.00 per year.
 - **LEVEL II PROFICIENCY:** Any employee who performs interpretation services to the satisfaction of the Department/Division/Unit Head and who is appointed to a position designated by the Associate Vice President for Planning, Human Resources and Facilities, as a Professional Service position is eligible to receive

the Level III stipend of \$3,000.00 per year. The Employer may limit the number of stipends to be paid to employees of a department at this level of proficiency.

307. During the term of this Agreement, if either party shall desire to reallocate a position on the salary schedule, other than a new position, a labor/management committee meeting shall be held for the purpose of discussion and mutually agreeing to such reallocation.
308. The salary schedule annexed to this Agreement establishes the entry level and full rate salary for each title and grade set forth therein and is incorporated in this Agreement. Entry rate salary shall be equal to 95% of the full rate salary for each title and grade. Employees shall receive the entry rate salary regardless of whether such employee serves a probationary period of service under the Civil Service Law. At the conclusion of 6 months, the employee shall receive the full rate for the position. All general pay increases shall be computed on the full rate; employees with less than 6 months of service shall receive 95% of such increases. It is the intent of this section that employees hired on or after July 1 of a year shall, upon completion of six months of service, receive the same pay rate as other employees working in the same job title who were hired during the first six months of the same year.

ARTICLE IV

WORK DAY, WORK WEEK, AND OVERTIME

401. Normal Work Week: Except as hereinafter provided, the work week of all employees shall be five (5) days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week. The normal hours of employment shall be between 8:00 a.m. and 5:00 p.m.; in shifts of 8:00 a.m.-4:00 p.m., 8:30 a.m.-4:30 p.m., and 9:00 a.m.-5:00 p.m. Deviations from the 9:00 a.m. start must be approved by the Department/Division/Unit Head, and appropriate Vice-President or his designee. Two (2) fifteen (15) minute paid breaks are normal operating procedure; however, if circumstances dictate that the break(s) cannot be taken, there shall be no additional compensation or time given to the affected employee(s).

402. Section 401 shall not apply to employees who consent to an adjustment of their daily hours of employment during the course of the work week or prior to hiring, provided that in the latter case notice is given to the union prior to hiring.

Individual department managers/supervisors may assign an adjustment of an employee's work schedule subject to the following conditions:

- The employee consents to the adjusted schedule or the employee's job description stipulates a need for an adjusted schedule.
- The department bears responsibility for determining and setting staffing coverage that is adequate and sufficient to meet the operating requirements of the department and the needs of the college.
- The normal work week of 35 hours or 40 hours for B&G staff, as described in the current CBA, shall be observed.
- The accrual of benefit time, i.e., vacation, personal, sick, and the computation of comp and/or overtime remain the same for employees working an adjusted schedule as for those working a standard, traditional schedule.
- Shift differentials will apply to employees on an adjusted work schedule.
- Adjusted schedules may be on-going for long periods or ad hoc during a particular week. The department manager has the right to return an employee to a standard work schedule. Equally, if the adjusted work schedule becomes burdensome to the employee, he/she may return to a standard work schedule, provided that working an adjusted schedule is not required by his/her job description.
- All adjusted schedule requests are subject to final approval by the relevant vice president.

Summer Hours

403. Sullivan County Community College will close on Fridays during the summer beginning the first Friday after spring commencement. The College will re-open on Fridays, returning to a five-day work week effective the first full week in August. During the summer period,

supervisors will ensure Teamster members required to work a 35-hour work week demonstrate a combination of 35 hours of work and/or benefit time each week and that Teamster members required to work a 40-hour work week demonstrate a combination of 40 hours of work and/or benefit time each week. Sick time may only be used due to illness or medical appointments on scheduled work days.

Teamster members wishing to work a compressed 35-hour or 40-hour work week in four days (Monday-Thursday) will be required to use a half-hour lunch break. The lunch break should not be used as work time or to make up a late arrival or early departure. Work days for the compressed work week can begin as early as 6:00 a.m. or as late as 8:00 a.m. in half hour increments. Holidays will count as 8 $\frac{3}{4}$ hours of holiday time for Teamster members working a compressed 35-hour work week and as 10 hours of holiday time for Teamsters working a compressed 40-hour work week; it will count at 7 hours or 8 hours respectively for those who choose not to work a compressed work week. Benefit time can be used in quarter hour increments as necessary to ensure that each employee accounts for his or her full-time schedule of 35 or 40 hours per week.

In the event that an employee needs to alter his or her daily work schedule, the employee's immediate supervisor must be informed of that need as early as possible.

Shift differential will not be paid as a result of an employee's summer work hours change.

Employees receiving shift differential will continue to receive it during the summer hours.

405.

- a. Employees who work after the normal work week shall receive compensatory time off or payment in cash at straight time rates for all hours worked up to forty (40) hours and compensatory time off or payment in cash at one and one-half (1 $\frac{1}{2}$) times the straight time rate for all hours worked in excess of forty (40) hours per week. The employee shall elect whether overtime is to be paid by compensatory time accrual or payment in

cash, providing, however, that upon reaching a compensatory time accrual of two-hundred ten (210) hours, the employee will be required to take payment for overtime hours worked. An employee may use compensatory time off, if mutually agreeable with the Employer.

- b. Notwithstanding any other provision of this Agreement, employees who are engaged in building and grounds maintenance who are called out before or after the regular work day of such employee shall be compensated in accordance with paragraphs 405(a) or by an amount equal to at least 2 hours at the appropriate rate of compensation for such employee's job title.

406. For purpose of this Agreement, vacation, personal and sick leave and holidays, unless rescheduled at the request of the employee, shall be treated as time worked for computation of overtime.

407. The work week of Buildings and Grounds employees shall be a five (5) day, forty (40) hour work week, or such days of the week as may be agreed upon between the Employer and the employee. If it shall become necessary for Buildings and Grounds employees work week to include Saturdays and/or Sundays because of expanded programs, security requirement, and the like, the Employer shall request presently employed Buildings and Grounds employees to work such work week as their normal work week; should presently employed Buildings and Grounds employees refuse to accept such a work week, the Employer shall have the right to hire additional Buildings and Grounds employees, on a part or full-time basis, to be employed for a work week, or portion thereof, which will include Saturdays and/or Sundays.

408. Notwithstanding anything to the contrary contained in this Article, employees who work a five (5) days, forty (40) hour week, excluding time off for lunch, Monday through Friday, shall continue.

409. Notwithstanding anything to the contrary in this Article, any employee who works a workday other than 9:00 AM to 5:00 PM during July and August shall work a comparable number of hours as employees who are required to work such schedule.

410.

- a. Notwithstanding anything to the contrary in this Article, and on and after the date this Agreement is signed, employees required by their Department/Division/Unit Head or designee to be on-call, shall receive fourteen (14) hours of compensatory time for one (1) week of on-call duty. Employees who are on-call during a week in which there is a holiday, shall receive two (2) hours of compensatory time for such holiday in addition to any other compensatory time earned pursuant to this section. Employees who are required to work as a result of being on-call, shall receive one (1) hour of compensatory time for each case referred to such employee in the manner authorized by the employee's department, without regard to the actual time devoted to such case. In those instances when an employee is required to perform field work, the employee shall receive a minimum of two (2) hours of compensatory time for performing field work, without regard to the actual time devoted to such case. In those instances when an employee is required to perform field work in excess of two (2) hours, said employee shall receive additional compensatory time for each hour or part thereof in excess of two (2) hours devoted to such cases by the employee in the manner herewith set forth. Section 405(a) shall govern time as outlined in this section, to wit: the employee shall have the option to choose accrual of compensatory time and/or payment in cash for such time.
- b. Compensatory time credited under this section shall be credited at straight time rates for on-call duty. Compensatory time shall be credited under this section for hours in which an employee is required to perform field work at straight time rates for all hours worked up to a cumulative total of forty (40) hours for the week, including the employee's regular work week and other credited time worked after the employee's regular work week and at one and one-half (1-1/2) times the straight time rate for all hours worked in excess of forty (40) hours. For purposes of this section, a week shall mean seven (7)

consecutive days, beginning on the first and eighth days of a bi-weekly pay period and ending on the seventh and fourteenth days of bi-weekly pay period.

411.

- a. Notwithstanding anything to the contrary contained in this Article, the Employer and an employee may agree to provide contractual basis employment which shall be governed exclusively by this section.
- b. Contractual basis employment shall mean a written agreement, memorandum or understanding which must be signed by the employee to provide services to the Employer, which are separate and distinct from the employee's regular job title and position. The Union shall receive a copy of this agreement, memorandum, or understanding, within three days of the execution of the document by both parties.
- c. The contractual basis employment shall set forth the terms of employment and exclusive basis of compensation. The hours worked in contractual basis employment shall not be combined with the hours worked in the employee's regular job title and position for the purpose of determining rate of compensation or making such employee eligible for overtime compensation in the employee's regular job title and position. Compensation for contractual basis employment shall be paid upon voucher or in such other method as the Employer and employee shall agree.
- d. The concept of contractual work can be extended by the Employer to arrange for an employee to provide services to the Employer, which are *above* the employee's regular job title and position, on a temporary and/or emergency basis. In these situations, the employee shall be paid a rate based on the salary assigned to the title to which such services would normally be assigned. Further, the hours worked in such position shall be combined with the hours worked in the employee's regular job title and position for the purpose of making such employee eligible for overtime compensation in the employee's regular job title and position. This out of title work is limited to a 90 day period, after 90 days, if the employee is still working above title, the Union and the College will meet to discuss a reclassification of the affected employee.

412. The employer may adjust the current five (5) day work schedule for any position covered by this Agreement to a four (4) day work schedule with increased hours so that the total number of hours worked in the four (4) day schedule equals the total number of hours required to be worked in a five (5) day schedule pursuant to this article for the same title. Employees employed by the College on the effective date of this Agreement whose position is adjusted to a four (4) day work week can either accept or reject the new work schedule.
413. Upon separation from service from the College, an employee shall receive lump sum payment for compensatory time accrual. In the event of an employee's death, lump sum payment of such accrual shall be made to the employee's estate.

ARTICLE V
LONGEVITY

501. Effective January 1, 2010 and on January 1st of each year thereafter, any employee covered by this agreement who has completed a continuous period of employment in provisional, probationary, or permanent status of one (1) full year or any multiple of one (1) full year shall receive a longevity payment of \$100.00 for each year of continuous completed service.
502. The longevity bonus shall be payable as of January 1st of the year following completion of the continuous period of employment, subject to reasonable delays for administrative reasons and fiscal policy, and subject to such employee being still in the employment of the Employer, provided, however, that if an employee shall be eligible for New York State Employee Retirement System benefits, and shall retire from employment, such employee shall receive a pro-rated portion of the longevity bonus already paid to such employee in the year of the employee's retirement. Employees newly hired on or after ratification of this agreement, will not have previous service time with the County of Sullivan credited for the purposes of determining longevity.

ARTICLE VI
SENIORITY

601. Seniority shall be defined as an employee's length of continuous service with the Employer, pursuant to Civil Service Rules and Appendix Listing for the Classified Service of Sullivan County, and in the absence of such rules, subject to Civil Service Laws of the State of New York.
- 602.1 In case of a layoff or reduction in forces, the employee involved shall have the right to replace another employee within the same title, providing, however, that the replaced employee has less seniority. If an employee cannot replace someone within his or her title, because of lack of seniority, the employee may then replace someone in another title that he or she had held.
- 602.2 A replaced employee shall have the same right of Section 602.1.
- 602.3 Employees laid off shall be recalled by seniority.
- 602.4 An employee shall retain his right to recall pursuant to Rule XVII of the Civil Service Rules and Appendix listing for the classified service of Sullivan County and New York State Civil Service Law and Rules.
603. For layoff purposes, the Chief Steward shall be deemed to have maximum seniority during their terms of offices provided. The Union shall provide the College with a current list. There shall be one Chief Steward and one Steward at the College. In the event of a layoff, the Employer shall request a current list before a layoff is affected. For purposes of this section, a unit shall be any separate group of employees who elect representatives. The foregoing provisions of this Section shall be applicable only to the extent that they are consistent with Civil Service Law.
604. With respect to assignment of overtime, the provisions of this section shall apply:

- a. Department/Division/Unit Head shall request employees to work overtime based upon seniority from the most senior to the least senior employee in the title.
 - b. In instances where the employee or union feels that this section has not been properly followed, the matter shall be referred to the Associate Vice President for Planning, Human Resources and Facilities for final determination. If a satisfactory solution is not forthcoming from the Associate Vice President for Planning, Human Resources and Facilities, the issue shall be referred to Labor Management meeting for discussion and resolution, and shall not be subject to the grievance procedure.
 - c. In instances where the Department/Division/Unit Head determines that a sufficient number of employees to complete the work assignment are not willing or available to work overtime, the college may hire and/or contract with temporary staffing to complete the assignment.
605. The Employer shall make reasonable efforts to place workers displaced as a result of a reduction in staff in other College departments in positions for which such workers are qualified.

ARTICLE VII
PROMOTIONS AND APPOINTMENTS

701. Promotional examinations or job openings shall be based on the Civil Service Rules and Appendix Listing for Classified Service of the County of Sullivan, and in absence of such rules will be subject to Section 52 of the Civil Service Law of the State of New York.
702. The Chief Stewards and Union Business Agent shall receive notice of all promotional opportunities at least five (5) days in advance of the general announcement.
703. Employment with the College, and consideration to demonstrated skills, abilities and competence, shall be given due weight in selecting the appointee to a promotional position in the noncompetitive and labor classes from among qualified candidates.

704. Every reasonable effort shall be made to limit the duration of provisional appointments by providing timely promotional examinations where practical.
705. All competitive class examination announcements shall be posted on appropriate bulletin boards for a period of fifteen days. All non-competitive and labor class vacancies shall be posted for a period of two working days.
706. An employee who shall be appointed to serve a probationary period prior to permanent status, shall serve such probationary period of not more than 6 months consistent with Civil Service Law and the Sullivan County Civil Service Rules, provided, however, that such probationary term, may be less than 6 months, but not less than eight weeks.

ARTICLE VIII
GOOD AND WELFARE

801. The Employer shall provide first aid kits and flashlights in all College vehicles; first aid kits shall be provided in each department in the College.
802. The Employer shall provide inoculations for employee exposed to communicable disease in the duties of their employment.
803. SUNY Sullivan may waive up to 30 credits of tuition per year for full-time employees for courses offered by the College internally on a space available basis. F.S.A. fees, College fees, and any out-of-pocket costs incurred by the College shall not be waived. If the employee chooses not to use the 30 credits, these credits may be delegated to a dependent child or spouse who is not an employee of the College. A dependent child is defined as children under age 26 (biological, legally adopted, as well as stepchildren) who are dependent upon the employee for support, included on the employee's income tax return, or have their principal residence with the employee. A domestic partner is defined as a partner involved in a lifetime committed relationship and who has been and

continues to be financially interdependent with the employee. To prove domestic partnership, the employee must provide proof of residency and financial interdependence over at least the prior 12 months. Any dependent receiving this benefit must meet all College admissions and academic requirements. Employees whose dependents are receiving this benefit are responsible for reporting any changes in dependent status.

Employees seeking a tuition waiver to take a course or course(s) here at SUNY Sullivan must complete a Staff Tuition Waiver Request at the point of registering for the course. Supervisory approval may be required. The Tuition Waiver procedure will be in accordance with current state approved practices regarding tuition waivers.

Employees taking course work at the College shall not be excused from their work responsibilities, except when requested by their supervisors for professional development purposes.

804. **PERSONNEL FILES** - The College shall maintain an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with employee and formal written evaluation of reports prepared by immediate supervisors. All such material shall be available to the employee upon request, within a reasonable period of time. An employee shall have the right to examine his or her personnel file during the normal business hours of his employment with the College. Pre-employment statements solicited in connection with his or her appointment shall not be available to that employee. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. Additional copies shall be available to the employee at a cost of 25 cents per page. The employee shall be given an opportunity to read such material and shall acknowledge that he or she had read such material to be filed with the understanding that such signature merely acknowledges that the employee has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request, and

respond at a reasonable length to anything contained therein which such employee deems to be adverse. A designated member of the Union, having written authorization from the employee concerned, and in the presence of a representative of the Department/Division/Unit Head, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the College.

805. A committee consisting of three (3) Union representatives and three (3) Employer representatives shall meet for the purpose of establishing a plan of flexible work hours. Such plan shall be presented to the College Board of Trustees and Sullivan County Community College for their consideration and approval. Nothing contained in this section shall require the College Board of Trustees and Sullivan County Community College to adopt such plan. The College Board of Trustees and Sullivan County Community College may adopt such plan, on an experimental basis affecting any one or more College Departments/Units effective for a limited period of time. The College Board of Trustees and Sullivan County Community College may terminate the plan, if so adopted, at any time. The implementation, approval or termination of such plan shall not be subject to the disagreement procedure set forth in Article XXI.
806. During the term of this Agreement, the Employer will continue to maintain a high standard of safety and health. In the event an employee disagrees with the application of this section, he or she shall have recourse to the Associate Vice-President for Planning, Human Resources and Facilities. The determination of the Associate Vice-President for Planning, Human Resources and Facilities shall not be subject to the disagreement procedure set forth in Article XXI.
807. No employee of the unit shall be required to submit to a polygraph examination. Nothing herein shall prohibit the Employer in an appropriate case from offering an employee the option of submitting to a polygraph examination.

808. In addition, the labor/management committee shall meet within two (2) months after the signing of this agreement to develop a program for stipends for persons who earn special credentials which enhance their duties and functions.

809. The College will develop a written policy regarding communicable diseases. The policy will provide for a process of review and assessment to determine whether testing or immunization at College cost is indicated. The Union will have the opportunity to provide input prior to the adoption of this policy.

ARTICLE IX

EDUCATIONAL LEAVE

901. An employee who is required by the Employer to complete a specific training course or education program, shall be granted a leave of absence with pay for the duration of such course or program, including the training or educational fee.

902. The Employer shall have full discretion regarding the granting of educational leave or vocational training leave with pay to an employee upon the recommendation of the appointing authority. If the recommendation of the appointing authority is not provided, the employee may appeal to the Associate Vice President for Planning, Human Resources and Facilities with respect to a request for educational leave. Educational leave denials shall not be subject to further review under a grievance or disagreement procedure. The duration of leave and costs shall be subject to the discretion of the Employer.

903. The Employer shall have full discretion regarding the reimbursement of tuition costs, should an employee take a job related course or vocational training course, which would not require the employee's absence from College employment, except as set forth in Article 8 herein.

904. When successful completion of a safe driving course is a requirement of an employee's position, the employee shall take such course at College expense and on College time.

ARTICLE X
JURY DUTY

1001. If an employee is required to report for Trial Jury Duty the employee shall be granted, providing the employee serves, a leave of absence for a period not to exceed twenty (20) days per calendar year, and if the employee is required to report for Grand Jury, the employee shall be granted, providing the employee serves, unlimited leave. Such leave shall be allowed and credited only for the day or portion thereof that such service is required. Following the employee's assigning of jury leave pay, the College shall provide full payment of the employee's salary or wages for the day in the next regularly issued paycheck. An employee required to serve as a juror or to appear in a court pursuant to a job-related subpoena or court order shall be granted leave with pay with no charge against leave for such required attendance.

ARTICLE XI
MILEAGE

1101. Employees who use their own vehicle for the express purpose of conducting College business for job-related duties shall be reimbursed in accordance with Section 1102 at the rate to be adjusted in accordance with adjustments in the rates set by the Internal Revenue Code as a non-taxable income.
- 1102.
- a. Sullivan County Community College's Policy for Reimbursement of Employee's Travel Expenses shall apply to this Agreement with respect to when an employee is entitled to reimbursement for mileage.
 - b. Sullivan County Community College's Policy for Reimbursement of Employee's Travel Expenses shall be interpreted with respect to official travel by an employee to require

compensatory time or overtime for such travel time to and from training sessions or to out-of-county meetings completed in one calendar day. The employee and the Department/Division/Unit Head must agree in advance on the amount of any allowable travel time as provided above. If overnight lodging is required, compensatory time or overtime shall be allowed for travel time if the employee shall have obtained the approval, in advance, of such employee's Department/Division/Unit Head of the amount of travel time required, which amount shall be reasonable under the circumstances. Mileage shall be allowed after deduction of home to office to home mileage from all claims for official travel.

ARTICLE XII
MEAL ALLOWANCES AND OTHER EXPENSES

1201. Any employee designated by the Department/Division/Unit Head and authorized by the appropriate Vice-President to attend any meetings or to conduct College business for job-related duties outside the County of Sullivan, shall have his actual and necessary expenses audited and allowed as a College charge.
1202. Any employee designated by the Department/Division/Unit Head to report to work at least two (2) hours before the employee's normal work day, or shall continue to work two (2) hours after the end of the regular work day, shall be entitled to breakfast allowance at \$5.00 per meal and \$8.50 for other meals.
1203. During each year of this agreement, from January 1, 2016 through December 31, 2018, employees who are required by the Employer and authorized by the Department/Division/Unit Head to wear full or partial uniforms will be reimbursed every six (6) months at the rates set as follows:
- Full Uniforms: \$775.00 per year, payable at \$387.50 every six months
 - Partial Uniform: \$525.00 per year, payable at \$262.50 every six months

- Any employee working less than six months, or on a leave of absence, shall receive a prorated share of the full uniform allowance for the six month period. Clothing allowance shall be payable in May and November.

Uniform reimbursement rates will be paid to part-time employees using the following schedule:

- Employees who work two (2) days per week on a regular basis: 40% of applicable uniform rate
- Employees who work three (3) days per week on a regular basis: 60% of applicable uniform rate.
- Employees who work four (4) or five (5) days per week on a regular basis: 100% of applicable uniform rate.

ARTICLE XIII HOLIDAY SCHEDULE

1301. The following days shall be allowed as days off with pay: 1/2 day on New Year's Eve, New Year's Day, Dr. Martin Luther King Day, Abraham Lincoln's Birthday, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Election Day, 1/2 day on Christmas Eve, Christmas Day, Veteran's Day and Columbus Day float.
1302. Whenever any holidays listed hereinabove mentioned fall on Sunday, the following Monday is hereby designated as said holiday, and whenever any of the holidays hereinabove mentioned fall on a Saturday, the preceding Friday is hereby designated as such holiday.
1303. In the event that the President of the United States, or the Governor of the State of New York declare any day other than above as a day of mourning, said day shall be honored by the Employer and applicable to employees covered under this Collective Bargaining Agreement.

1304. Employees who work any holiday, as enumerated in section 1301 of this Collective Bargaining Agreement, will be paid at the rate of time and one-half for all hours worked on that day.

ARTICLE XIV

ANNUAL LEAVE (VACATION) SICK LEAVE AND PERSONAL LEAVE

1401. Definitions.

- a. "Vacation Time," "Sick Leave" and "Personal Leave": shall mean leave with pay at the employee's basic rate of pay.
- b. "Day" shall mean the normal work day of the department in which the employee is employed.
- c. "Continuous Period of Employment" shall mean an employee on the payroll of the Employer as a provisional, probationary or permanent employee throughout the period covered.
- d. "360/12 Aggregate Accrual" shall mean the maximum cumulative accrual of vacation time which any employee may have on December 31 of each year of this agreement.
- e. "Full Pay Status" shall mean that the employee was paid for actual service time or allowable charges against any leave with pay defined in subsection (a) of this section or compensatory time.

1402. Vacation Time: Subject to the following provisions hereinafter set forth, employees employed by the College on and after the signing of this Agreement, who have been employed for the continuous period of employment set forth in the table below shall accrue vacation time in accordance with the following schedule, but if such accrual exceeds 30 days in the aggregate on December 31 of each year of this agreement such accrual shall be suspended until such time as there shall be an aggregate accrual of less than 30 days.

- 1 month, but less than 3 years – 15 days
- 3 years, but less than 6 years – 17 days

- 6 years, but less than 10 years – 20 days
- 10 years, but less than 14 years – 22 days
- 14 years, but less than 20 years – 25 days
- 20 years and beyond- 1 day for every two years of service beyond 20 years

1403. Vacation time is accrued on a monthly basis over a twelve-month period. In the interest of employee personal needs and College fiscal liability, an employee will be credited with the full amount of the granted vacation time effective January 1st in anticipation of the employee working the full calendar year. Any employee who terminates employment prior to the completion of the calendar year will be entitled to only the amount of vacation time accrued as a result of the actual time worked during the fiscal year.
1404. Use of vacation time shall be in units of as little as quarter hour increments or multiples thereof, provided, however, the appropriate Department/Division/Unit Head has full authority with regard to the granting of said vacation time.
1405. The vacation time accrual shall be suspended as provided in section 1402 if an employee's accrued vacation time shall exceed 30 days aggregate accrual on December 31, provided the failure to take such vacation time shall be solely due the fault of the employee and not due to personal illness, business pressures, work load of the department, or a discretionary decision of the Department/Division/Unit Head or his designee. Notwithstanding anything to the contrary contained in this section or in section 1402, a vacation time accrual beyond 30 days aggregate accrual is permitted if such accrual in excess of 30 days aggregate accrual is used before December 31 of the year of such accrual.
1406. Notwithstanding anything to the contrary contained in section 1402, and except as provided in section 1405, in the event that the employee is unable to take his or her vacation time beyond the 30 days aggregate accrual on December 31 of each year of this agreement, such employee shall make a written request for postponement of his or her

vacation time, and submit a request to the applicable Department/Division/Unit Head, who shall then immediately forward such request to the Associate Vice President for Planning, Human Resources and Facilities, who shall have the power to postpone the taking of the employee's vacation time in excess of the 30 days aggregate accrual on December 31 of each year of this agreement and if granted, such accrual shall continue after such December 31.

1407. An employee's seniority shall govern with regard to choice of vacation time. It is further understood that the appropriate Department/Division/Unit Head has full authority with regard to the granting of said vacations. Each department may establish a date during the first quarter of each year by which vacation selections must be made in order for seniority to be the determining factor in the granting of vacation time. After the established date, vacation will be granted on a first request/approval basis. Employees shall be notified in writing no more than fifteen (15) days after the established submission date as to whether their vacation request has been approved or denied.
1408. Should any holiday or holidays occur during the employee's vacation period, such vacation shall be extended to the extent of the holidays within the period.
1409. Upon separation from service from the College, an employee shall receive lump sum payment for vacation and comp time accruals to the employee's credit at the time of separation from service. In the event of an employee's death, lump sum payment of vacation and comp time accruals shall be paid to the employee's estate as required by law.

SICK LEAVE

1410. Employees shall accrue sick leave allowance at the rate of one day for each month of continuous employment.

1411. An employee may be absent from duty by reason of sickness or disability of himself or herself, or their immediate family member; mother, father, spouse or child, and such absence, when taken, is to be charged against sick leave allowance accrual. Medical or illness information provided by employees in connection with requests for medical leaves or sick leave shall be treated as confidential information.
1412. An employee shall notify the Department/Division/Unit Head one-half (1/2) hour before starting time unless it is not reasonably possible to do so.
1413. The accrual of sick leave shall be credited to an employee on the last day of each calendar month during which the employee (a) worked, (b) was paid for at least 10 days during such month at full pay status and (c) on which the employee was employed. Except as provided in Sections 1902 and 1903, in the event the employee's employment is terminated for any reason whatsoever, then and in that event such accrued sick leave allowance shall be canceled or forfeited.
1414. Disabilities caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom, are for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disabilities. When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence not to exceed one (1) year without pay. Employees shall provide to their Department/Division/Unit Head a statement from their physician confirming the beginning and termination of the temporary disability period.

1415. Any employee who has a leave of absence for any reason whatsoever shall not be entitled to receive any fringe benefits during said leave, or entitled to vacation time except as provided in Article XIV of this Agreement. Employer will continue hospitalization coverage, provided that the employee pays the insurance premium to the Employer in advance, pursuant to compliance with College Controller. Employees absent from work due to Workers Compensation leave shall continue to receive health insurance coverage for a period of 6 months either as contributory or non-contributory basis as the case may be for the specific employee. After the six month period, an employee may continue receiving College health insurance benefits providing that the employee provides advance payment of monthly premiums.
1416. In the case of an injury, illness or disability to an employee for which he or she is entitled to Worker's Compensation or disability benefits, such employee may elect whether time off for such injury, illness or disability shall be (a) charged against the employee's vacation, sick, personal or compensatory leave time accruals, or (b) whether such employee shall receive only Worker's Compensation or disability benefits, and reserve the leave time accruals. Such election shall be made within seven days of the date the claim should have been filed. In the event such employee elects to have such time off charged against the employee's leave time accruals, the Worker's Compensation or disability benefits shall be paid to the College and the employee's leave time accruals, so charged, will be credited for additional days or portions thereof based upon the amount of benefit paid to the College. The employee shall not exceed the aggregate leave time accruals. The employee's election shall be reduced to writing and submitted to the appropriate Department/Division/Unit Head for processing. If the employee fails to make a timely election as herein provided, the Employer shall charge the employee's leave time accruals in the following order: (1) sick leave, (2) personal leave, (3) compensatory time. Vacation time shall not be charged. Leave time accruals shall be charged in the order specified for any administrative waiting period.
1417. The Department/Division/Unit Head or Associate Vice President for Planning, Human Resources and Facilities may require a physician's certificate for any absence of more

than two days. Where the illness or disability is of long duration, a physician's certificate will be required for each one-half month of continuous absence. In any case, the Department/Division/Unit Head or Associate Vice President for Planning, Human Resources and Facilities may require an examination by a physician, at College expense, or other evidence that the illness is bona-fide. Employees may use the physician of their choice.

- a. Employees who are found guilty of sick leave abuse in a formal disciplinary proceeding shall, in addition to any penalty imposed in such disciplinary proceeding, lose the privilege of accrual of sick leave for from one to six months (to be determined by the Department/Division/Unit Head) and shall also be required to provide, at the employee's own expense, physician's certificate to verify use of sick leave during the one to six month period as determined by the Department/Division/Unit Head.

PERSONAL LEAVE

1418. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation or compensatory time due. Each employee of the unit shall receive five (5) days of non-cumulative personal leave each year. An employee may take personal leave as long as he/she notifies his/her immediate supervisor in writing for approval before each leave (when practical) and his/her work commitments are provided for. The approval of such leave shall not be unreasonably denied. If such leave request is disapproved by the immediate supervisor, an appeal may be made to the appropriate Vice President. All personal leave accruals may be used by the employee in quarter-hour increments.

In the interest of employee personal needs and College fiscal liability, an employee will be credited with the full amount of the granted personal effective January 1st in anticipation of the employee working the full calendar year. Any employee who terminates employment prior to the completion of the fiscal year will be entitled to only

the amount of personal leave accrued as a result of the actual time worked during the calendar year.

- 1419. The amount of personal leave will be pro-rated for new hires based on the length of employment remaining in the year at the time of hire.
- 1420. All personal leave days shall be used not later than December 31 of the calendar year in which such credit is made and in the event such personal leave days are not used, they shall be credited to the employee's sick leave. Employees who leave employment for any reason shall forfeit all unused and uncredited personal leave. Personal leave is non-cumulative and credited and used only in a calendar year.
- 1421. For employees that have twenty-five (25) years or more of continuous service, two (2) additional personal days shall be accrued on January 1st of each year.
- 1425. Personal leave shall not be unreasonably denied.

**ARTICLE XV
BEREAVEMENT LEAVE**

- 1501. Each employee of the unit shall receive 4 days bereavement leave. Such leave is to be used in the event of the death of any immediate family member without charge to any other accrued leave. "Immediate family member" shall include spouse, child, parent, parent-in-law, grandparent, sibling or other person(s) with whom the employee may reside and/or have an immediate family-like relationship.

**ARTICLE XVI
EMERGENCY TIME OFF**

- 1601. The College President or his designee, acting with the appropriate Department/Division/Unit Head, shall have the right to permit any employee to have

time off with pay, and it shall not affect any other employee of the Employer in a department for any reason whatsoever.

1602.

- a. In the event the County Manager shall declare a State of Emergency in accordance with New York State Law that prohibits non-emergency or non-essential vehicles from traveling upon the public roadways, covering all of Sullivan County, all employees covered by this agreement, with the exception of Emergency Services or essential personnel, as determined by the College President shall not report to work, and will receive regular compensation for normally scheduled hours, until the County Manager rescinds or terminates such State of Emergency. Those employees required to remain working in the event of such State of Emergency shall receive compensatory time in addition to their regular pay. However, such compensatory time may not be utilized in computing overtime pay.
- b. In the event the County Manager shall declare a State of Emergency in accordance with New York State Law that prohibits non-emergency or non-essential vehicles from traveling upon the public roadways, covering a limited geographic area of Sullivan County, all employees covered by this agreement that reside in, or must travel through, such limited geographic area, with the exception of Emergency Services or essential personnel, as determined by the College President, shall not report to work, and will receive regular compensation for normally scheduled hours, until the County Manager rescinds or terminates such State of Emergency. Those employees required to remain working in the event of such State of Emergency shall receive compensatory time in addition to their regular pay. However, such compensatory time is not to be utilized in computing overtime pay.

ARTICLE XVII

MILITARY LEAVE AND OTHER LEAVES

1701. The Employer and respective Department/Division/Unit Head shall grant any leave of absence with pay required by law applicable to the employee.

1702. The Employer shall grant time off with pay to an employee who is required to attend hearings conducted by the Worker's Compensation Board with respect to said employee's claim.

ARTICLE XVIII
LEAVE OF ABSENCE

1801. Any employee who is on paid leave of absence shall receive all general pay increases, increases in fringe benefits, and shall continue to accrue service time for seniority purposes and for the accrual of fringe benefits. Any employee who is on unpaid leave of absence shall be granted all general pay increases and increases in fringe benefits, but shall not accrue service time while on such leave. Such employee's time and service shall be frozen until he returns. Upon his return, he shall again begin to accrue service time for seniority and all other applicable purposes.

1802. Subject to the provisions of the Civil Service Law and the Sullivan County Civil Service Rules, any employee who has exhausted all accruals of vacation time, and compensatory time may make a written request, upon a form provided for such purpose, for a leave of absence, without pay, not to exceed one year in length, to the employee's Department/Division/Unit Head, with a copy of such request sent to a Associate Vice President for Planning, Human Resources and Facilities. The employee may elect to use personal leave accruals in addition to the vacation and compensatory time accruals required by this section. In a case where unpaid leave of absence is requested by an employee for health or medical reasons and where the employee is not receiving a workers compensation or state disability benefit, all sick leave accruals must be exhausted prior to the approval of such request. The Department/Division/Unit Head shall grant or deny such leave by mailing his or her determination within fifteen (15) working days after receipt of such request to the employee. The Department/Division/Unit Head in his or her sole discretion may waive the exhaustion of vacation time requirement set forth herein.

1803. Notwithstanding anything to the contrary contained in this agreement, any employee absent from work without authorization for fourteen (14) consecutive calendar days or an employee who fails to report back to work after fourteen (14) days at the end of the approved leave will be deemed to have resigned from his or her position if the employee has not personally contacted the employee's Department/Division/Unit Head or the Department/Division/Unit Head's designee on or before the fifteenth (15th) calendar day following the commencement of such period of absence without authorization.

ARTICLE XIX
PENSIONS AND HEALTH INSURANCE

1901. The Employer shall provide for each employee coverage under Section 75(i) and Section 41(j) of the New York State Retirement and Social Security Law, but nothing herein shall relieve the employee of the obligation to contribute to such pension plan as may be required by law.

1902. Effective January 1, 2005, upon the death or retirement of an employee who has accumulated more than 165 sick leave days, the employee shall receive a sum equal to 50% of the employee's daily rate of pay on the date of death or retirement times the difference between the actual number of sick leave days in excess of 165 sick leave days accumulated and unused, but not in excess of 200 sick leave days.

1903. An employee who has accrued up to 165 days of sick leave shall be credited with an amount equal to the number of days of sick leave accumulated times the employee's rate of pay on the day of retirement times 50% of such total. The value so determined will be set aside in an entry account which amount shall be applied to the reduction of health and medical insurance premiums or costs which would have been paid by such employee after retirement as herein provided. When the value of such amount shall have been exhausted, the employee shall thereafter pay such premiums or cost, as the case

may be. Nothing contained in this section shall prevent the application of accrued sick leave to retirement in the manner permitted by law.

1904. New York State Health Insurance Plan (“NYSHIP”): the Employer will offer eligible employees covered by this Agreement health insurance through the New York State sponsored plan known as NYSHIP, including medical and psychiatric enhancements, or the substantial equivalent.
1905. The health plans offered by the employer shall be available to all full-time employees under the following conditions.
 - a. Individuals. Employees eligible for individual coverage shall receive that coverage on a non-contributory basis under the plans offered by the employer through this Collective Bargaining Agreement, except that employees hired by the County or College on or after December 1, 1999, shall contribute \$350.00 annually towards that coverage. The employees shall make those contributions by payroll deduction, which deductions shall be taken in equal amounts throughout the year. Effective December 9, 2004, employees hired on or after that date shall contribute ten percent (10%) annually towards the cost of health insurance coverage, including dental and vision coverage to the extent of eligibility for that coverage
 - b. Family. All persons eligible for family plan coverage who began employment with the County or College before June 8, 1984, shall receive family coverage on a non-contributory basis. All employees hired by the County or College on June 8, 1984 or thereafter who are eligible for family coverage shall receive family coverage provided they contribute \$750.00 annually towards that coverage. All employees hired by the County or College on December 1, 1999, or thereafter who are eligible for family coverage shall receive family coverage provided they contribute \$950.00 annually towards that coverage. The employee shall make those contributions by payroll deduction, which deductions shall be taken in equal amounts throughout the year. Employees hired on or after January 1, 2004 shall contribute ten percent (10%)

annually towards the cost of health insurance coverage, including dental and vision coverage to the extent of eligibility for that coverage.

- c. Retirees. Employees hired before June 8, 1984 who, being fully eligible for retirement, retire from the College with at least 10 years of service, but less than twenty (20) consecutive years of full-time service with the County or the College, shall be eligible to continue health insurance coverage pursuant to the plans offered by this Collective Bargaining Agreement, including family plan coverage, and the cost of such coverage shall be borne equally between the employer and the employee. An employee who was hired before June 8, 1984 who retires after twenty (20) consecutive years of full-time service with the County or the College shall be eligible for individual and family plan coverage pursuant to the plans offered by this Collective Bargaining Agreement, which coverage shall be paid in full by the employer. Employees who were hired on June 8, 1984 or after who, being fully eligible for retirement, retire from the College with at least 10 years of service, but less than twenty (20) consecutive years of full-time service with the County or the College shall be eligible for individual coverage provided that the cost of such coverage shall be paid equally by the employer and the employee. If enrolled in a family plan at time of retirement, an employee with at least 10 years of service, but less than twenty (20) consecutive years of full-time service with the County or the College may elect to continue the family plan and shall pay the family premium less 50% of the cost of the individual premium. Employees with twenty (20) or more consecutive years of full-time service who were hired on or after June 8, 1984 shall be eligible for individual coverage paid in full by the employer. If enrolled in a family plan at the time of retirement, an employee hired on or after June 8, 1984 with twenty (20) or more consecutive years of full time service may elect to continue the family plan and shall pay the family premium less 100% of the cost of the individual premium. For employees newly hired on or after the ratification of this agreement, all service time must be with the College to be eligible for retiree healthcare.

Both parties recognize that the cost of retiree healthcare coverage, particularly for individuals that qualify for coverage under Medicare, places a financial burden on

the college. They agree to continue to explore options for retiree healthcare that provides coverage that provide benefits which are (and with the intent not to diminish) substantially equal to those benefits in the Empire Plan and are more cost-effective. Any proposed changes will be reviewed and discussed by the Labor-Management Committee. If the Labor-Management Committee cannot reach a mutual agreement within 60 days that the benefits under the proposed health insurance plan as compared to the then existing plan are substantially equal, the Union may request within 21 days for arbitration through the American Arbitration Association by an arbitrator with knowledge and experience in the field of health benefits and insurance, whose decision shall be limited to a review of and determination of whether specifically listed benefits in the Substitute plan are substantially equal to those of the prior plan recognizing the intent of the parties not to diminish such benefits. If the arbitrator's determination is that the one or more of the benefits submitted to arbitration are not substantially equal to the benefits provided in the prior health insurance plan, the College shall thereafter provide such additional benefits provided under the plan existing before implementation of the new plan.

1907.

- a. The Employer may at any time change health insurance carriers to the New York State Health Insurance Plan or become self-insured under a plan which shall provide benefits which are (and with the intent not to diminish) substantially equal to those benefits in the Empire Plan (Core Plus medical and psychiatric enhancements) in effect on the date this Agreement is signed. The Employer shall give the Union not less than 45 days prior notice of such change. If requested by the Union, the Employer will meet at least once with the Union to discuss the proposed plan. If the Union shall disagree that the benefits under the proposed health insurance plan as compared to the then existing plan are substantially equal, the Union may request within 21 days after the date of notice of change of plan for arbitration through the American Arbitration Association by an arbitrator with knowledge and experience in the field of health benefits and insurance,

whose decision shall be limited to a review of and determination of whether specifically listed benefits in the Substitute plan are substantially equal to those of the prior plan recognizing the intent of the parties not to diminish such benefits. If the arbitrator's determination is that the one or more of the benefits submitted to arbitration are not substantially equal to the benefits provided in the prior health insurance plan, the College shall thereafter provide such additional benefits provided under the plan existing before implementation of the new plan. Employee contributions to the cost of the plan so adopted shall be as set forth in section 1905. If a new plan is substituted, such plan shall apply to retirees of the College eligible for health insurance under this agreement.

b.

- i. Duplicate Health and Medical Insurance: No employee shall receive duplicate medical and health insurance benefits under any plan or plans of medical insurance funded in whole or in part by the Employer, and no employee shall be eligible for benefits from more than one plan of medical and health insurance provided or funded in whole or in part by the Employer.
- ii. No employee, while a participant in the plan of medical and health insurance provided by this Agreement, shall receive family plan benefits under any other plan of medical and health insurance funded in whole or in part by the Employer in which such employee is an eligible dependent.
- iii. Subject to the provisions of subdivision (iv) of this subsection, no employee who is a dependent of a spouse or other eligible members of his or her family employed by Sullivan County Community College who has elected to provide family plan benefits under another plan of medical and health insurance funded in whole or in part by the Employer, shall participate in the plan of medical and health insurance provided by this Agreement.
- iv. Except in a case where an employee and the spouse or other eligible member of his or her family are both employed by Sullivan County Community College and are entitled to benefits under one or more plans of medical and health insurance funded by the Employer, and the cost for two individual employee policies is less than the cost to the College of one family plan policy, the employees,

regardless of the unit, entitled to such coverages, shall jointly select one plan under which the family is to receive such benefits. The plan selected may be the plan with the highest benefit level, lowest cost to such employees or any factor relevant to the employees involved. Such election shall be made in writing jointly by the affected employee which election shall be binding and irrevocable during the policy fiscal year involved, and if the Employer is self-insured, the Employer's fiscal year. The election shall be made upon thirty (30) days' written notice to all employees involved. The employees shall file on election with the Employee Benefits Administrator prior to the expiration of the thirty (30) day period. In the event of a failure to make such election, the College may select the plan of coverage for all affected employees giving due consideration to the level of benefits and cost to such employees. If the cost of two individual employee policies is less than the cost of one family plan coverage, there shall be no election and each employee shall participate in the applicable unit medical and health insurance benefits plan. The provision of two individual employee policies shall not apply where there are dependents to be covered other than the employees involved, unless the affected employees elect in writing not to provide coverage for such dependents. If the employees are divorced, such employees shall be entitled to only one family plan coverage for eligible dependents.

- v. In the event two spouses are employed by the College and are covered by the provisions of this Section "b", then the \$750 or \$950 premium contribution required by Section 1905 (if applicable) shall be waived.
- vi. Effective January 1, 2000, an employee who is entitled to individual coverage who opts out of that coverage shall be paid \$750.00. An employee who is entitled to family coverage but opts only to take individual coverage shall be entitled to an opt out payment of \$750.00. An employee who is entitled to family coverage who opts out completely will be entitled to an annual payment of \$1,500.00. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Associate Vice President of Planning, Human Resources and Facilities that such employee and such

employee's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the employer.

1908. Effective January 1, 2014, the Employer will offer eligible College employees covered by this Agreement, and their dependents coverage under a DeltaDental PPO plan with riders/enhancements that include benefits for major restorative, prosthodontic and periodontic services, or a substantially equivalent program. All eligible employees covered by this Agreement shall contribute fifty percent (50%) of the increased premium for the DeltaDental PPO coverage, representing the difference in premiums from the current Dental coverage to the DeltaDental PPO coverage, or a substantially equivalent program. Said contribution shall be in addition to the current contribution that covered employees are required to pay based upon date of hire. All Employees covered by this Agreement hired on or after January 1, 2009, shall pay one hundred percent (100%) of the premium for dental coverage for the DeltaDental PPO, or a substantially equivalent program, for the first three (3) years of employment; thereafter, they shall pay ten percent (10%) of the total premium for dental coverage for the base coverage, and fifty percent (50%) of the increased premium for the DeltaDental PPO coverage, representing the difference in premiums from the base Dental coverage to the DeltaDental PPO coverage.

Effective January 1, 2014, the Employer will offer eligible employees covered by this Agreement, and their dependants fully paid optical coverage under the program called The Guardian Vision featuring the Davis Vision Network Designer Plan, or a substantially equivalent program, for which benefits include exams every 12 months, lenses every 12 months, and frames every 24 months. All employees covered by this Agreement hired on or after January 1, 2009, or later, shall pay one hundred percent (100%) of the premium for optical coverage under The Guardian Vision featuring the Davis Vision Network Designer Plan, or a substantially equivalent program, for the first

36 months of employment; thereafter they shall pay ten percent (10%) of the total premium for optical coverage.

a. Eligibility for Dental and Vision Coverage

- i. All full-time employees employed as of December 1, 1999, who are or will be eligible for a county sponsored plan will be eligible to participate in both the dental and vision coverage.
- ii. Employees who become employed on or after December 1, 1999, may elect to participate in both dental and/or vision coverage, however, for the first 36 months of continuous employment the employee is responsible for the full cost of said coverage
- iii. Regular part-time employees who are eligible for health insurance wherein the College is obligated to pay 50% of the premium will also be eligible for participation in the dental and vision programs and, if they so elect, the College will be obligated to pay 50% of the premium for either or both of those programs.
- iv. Retired employees shall not be eligible to participate in dental and vision coverage.

ARTICLE XX

DISABILITY

2001. All employees shall be covered under the New York State Disability Insurance Plan.

ARTICLE XXI

DISAGREEMENTS

2101. Any disagreement arising as to the manner of interpretation or application of any of the provisions of this Agreement, or rights claimed to exist hereunder, except an allegation of discrimination covered by the Sullivan County Community College Affirmative Action Plan grievance procedure, shall be processed as follows:

- a. The terms or facts concerning such disagreement shall be reduced to writing by the employee or person urging same, and immediately thereafter submitted to the representative of the Union.
- b. The representative of the Union will, within a reasonable time thereafter, present the terms or facts concerning such disagreement, in writing, to the appropriate Department/Division/Unit Head.
- c. In the event a disagreement is not resolved within ten (10) days of submission of same to the appropriate Department/Division/Unit Head, the representative of the Union will submit same to the Office of Human Resources.
- d. In the event such disagreement is not resolved within ten (10) days of submission of same to the Office of Human Resources, the representative of the Union will submit same to the College President or his designee, if any.

2102. In the event that the disagreement is not fully settled, either by decision to the Union's satisfaction or by direct negotiations, after submission of same to the College President or his designee, said disagreement shall be referred to arbitration, as hereinafter provided.

- a. Either party to the disagreement shall give written notice to the other of its desire to arbitrate.
- b. If within ten (10) days after either party shall have notified the other of its desire to arbitrate and the parties fail to agree to an impartial arbitrator, either party shall be free to make the necessary application to the New York State Public Employment Relations Board. The decision of the arbitrator shall be binding on both parties, and the fees and expenses for such arbitrator are to be shared equally by the Employer and the Union.

2103. No terms can be added to or subtracted from this Agreement, or any provisions thereof amended, modified or changed by arbitration.

2104. Time will be considered of the essence with respect to the procedures for the presentation of disagreements hereinabove outlined, and in the event such procedure is

not strictly followed, the disagreement shall be deemed to be fully settled, and any further procedures shall thereupon be considered discontinued without prejudice.

2105. Saturday and Sunday shall not be considered as days in computing the number of days in each step for the procedure.
2106. An additional three (3) days shall be added to each step of the procedure for mailing purposes.
2107. An action under this Article shall be barred if an employee shall fail to file a disagreement within:
- a. 60 work days after the date notice is sent to the employee of the facts giving rise to the disagreement, or
 - b. 60 work days after the employee knows or should have known of the facts giving rise to the disagreement in the event no notice is sent to the employee.

ARTICLE XXII GRIEVANCES

2201. A grievance procedure set forth in Article 15-C of the General Municipal Law shall be applicable, provided, however, that disagreements concerning interpretation of the application of the terms and provisions of this Agreement shall be governed by Article XXI of this Agreement.

ARTICLE XXIII RECIPROCAL RIGHTS

2301. The Employer recognizes the exclusive right of a representative of the Teamsters to appear on behalf of the employee in the bargaining unit set forth herein with respect to salaries, working conditions, grievances and disagreements as to the terms and conditions of this Agreement, and to visit employees in said bargaining unit during

normal working hours upon the premises of the Employer, providing no interference with employees duties and permission is granted by the Department/Division/Unit Head. Such representative of the Union shall also be permitted to appear at public meetings of the Sullivan County Community College Board of Trustees on behalf of the employees in said bargaining unit.

2302. Employer and the Union shall comply with the terms of this Agreement in a manner which will be fair and impartial to all employees in the said bargaining unit, and shall not discriminate against any employee because of race, sex, nationality, creed, marital status, sexual orientation, age, religion, color, disability, Union activities and other non-merit factors.
2303. The Union shall have the right to post notices and other written communications on bulletin boards maintained upon the premises and facilities of the Employer, with respect to the terms and provisions contained in this Agreement, and with respect to matters involving collective bargaining provided, however, that such notices or communications shall not contain anything of a political nature, or anything reflecting, personally, upon the Employer or any of its employees or elected officials. Any notices or written communications which violate the intent of this provision shall be subject to removal by representatives of the Employer.
2304. The Employer will allow leave with pay to employees serving as Chief or Assistant Steward, for an annual training day. The Chief Steward or Assistant Steward shall have reasonable time off without loss of pay to ensure harmonious relations between the parties of this Agreement.
2305. The Union shall have the right to hold meetings in the College for the purpose of general union purposes. Such meetings shall not be held for political purposes. The Chief Steward (or his or her designee shall make a request to the Associate Vice President for Planning, Human Resources and Facilities for access to the building a reasonable time before the date and time of the meeting. If there is no prior commitment

for use of the facility by any other organization, such request shall be granted. A Union Steward or a designee of the Union shall be afforded an opportunity to meet with all new members of the bargaining unit for up to one-half (1/2) hour during the first two (2) weeks of employment. When feasible, group meetings with new employees shall be used rather than several individual meetings. The purpose of the meeting is to provide new members of the bargaining unit an orientation with regard to the Union.

ARTICLE XXIV
LABOR-MANAGEMENT COMMITTEE

2401. During the term of this Agreement, there shall be a labor-management committee consisting of three (3) representatives of the College and of the Union who shall meet to discuss matters of mutual interest which may arise. Meetings shall be held for the purpose of discussion and reaching mutual agreement on issues, including but not limited to: reallocating a position on the salary schedule; reviewing and/or revising a position description to ensure its accuracy; reviewing a proposed new position; and other matters of mutual interest or potential conflict related to the CBA. The Labor Management Committee shall meet quarterly (tentatively in January, April, June and October). If an issue emerges between meetings, a request for a meeting shall be in writing and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be scheduled as promptly as possible, but no later than ten (10) working days after receipt of a request. Each party agrees to make every reasonable effort to resolve all matters before it.
2402. The College and the Union agree to meet in labor management to discuss the possible implementation of a sick time donation program.

ARTICLE XXV
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

2501. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of Sullivan County Community College, or in any way to reduce or abridge such authority.
2502. The rights and responsibilities of the Employer include, but are not necessarily limited to, the following:
- a. To determine the standards of services to be offered by Sullivan County Community College with not inconsistent with applicable laws.
 - b. To direct employees in their respective positions.
 - c. To hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge, or to take disciplinary action against employees.
 - d. To relieve employees from duties because of lack of work, or other legitimate reasons.
 - e. To determine the methods, means and personnel by which such operations are to be conducted.
 - f. To take whatever action may be necessary to carry out the missions of any department, office or agency concerned in a situation of emergency.
 - g. To create and allocate on the salary schedule any position, provided, however, that the Union shall be given fifteen (15) days written notice of the College's proposed allocation of such position, and the Union may request a labor-management committee meeting within five (5) days after receipt of such notice for the purpose of discussing such proposed allocation, such meeting to take place within the fifteen (15) day period.

ARTICLE XXVI
SAVING CLAUSE

2601. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and

the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

2602. In the event the Main Unit is fragmented as a result of a PERB proceeding at some future date, the affected employees would continue to be covered by the terms and conditions of this Collective Bargaining Agreement, and represented by Teamsters Local 445.

ARTICLE XXVII

NOTICES

2701. All notices required to be sent by one party to the other party pursuant to this Agreement, shall be made by post-paid certified mail, return receipt requested, addressed to such party at the address set forth in this Agreement. The parties thereafter may notify the other of a change in such address. This section shall not apply where applicable provisions of law require some other method of notification, nor shall it apply to the giving of a letter of appointment to the employee as hereinafter provided.

ARTICLE XXVIII

JOB SECURITY

2801. In the event the Employer finds it necessary to contract work out, it shall have the right to enter into contract pursuant to County Law, except that it shall not result in the layoff of any present employee in the Employers' work force.
2802. A provisional or permanent employee shall receive a letter of appointment showing salary, grade and the title upon provisional or permanent appointment or promotion.
2803. The College shall provide the Union with a copy of each job specification covering positions in the collective bargaining unit.

2804. The employees shall receive the protection provided by Local Law No. 1 of 1987, as may hereafter be amended provided an employee entitled to such protection shall comply with the provisions of such local law. Proposed amendments shall be provided to the Union prior to adoption.
2805. Any non-competitive or labor class employee with one (1) or more years of service shall have all the rights which are provided competitive class employees under Section 75 of the Civil Service Law, as it applies to suspension, discipline and discharge.
2806. Any employee who believes that they have been improperly counseled shall have the opportunity, at the employee's initiative, to appeal through the grievance procedure.
2807. The Employer shall provide to each employee who retires or separates from service a statement setting forth a summary of the benefits to which employees are entitled upon retirement including but not limited to leave time usage, COBRA, retirement system phone number, death benefits and the like. A general statement of retirement benefits and rights on separation is annexed hereto. The Employer makes no representation that such statement sets forth all of the rights and benefits applicable to a particular employee upon retirement or separation from service.
2808. An employee shall:
- a. be entitled to representation during any interview in which, at the time of questioning, the employee appears to be a potential subject of disciplinary action, and, shall also be entitled to representation after charges are filed.
 - b. be entitled to representation in grievances and disagreements pursuant to Article 21 of this agreement.
 - c. be entitled to file a grievance in any case where the Employer has failed or refused to permit Union representation for such employee.
 - d. be required to obey a directive of such employee's Department/Division/Unit Head unless such directive would require action by such employee which would constitute

a violation of law or such directive would cause imminent risk of injury to such employee or to others.

- e. be required to participate in any discussion or investigation even though such employee believes that he or she was wrongfully denied union representation.

**ARTICLE XXIX
SUB-TITLES**

- 2901. The sub-titles used herein are used for reference purposes only, and are not to be used in any manner whatsoever for the construction of or interpretation of any provisions and terms set forth herein.

**ARTICLE XXX
DEFINITIONS**

- 3001. Unless the context requires a different meaning, the following terms set forth in the Agreement mean:

Union: Teamsters Local 445

County: The County of Sullivan

Employer: Sullivan County Community College

**ARTICLE XXXI
WAIVER CLAUSE**

- 3101. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall

not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

ARTICLE XXXII
MISCELLANEOUS PROVISION

3201. The College shall implement procedures for the distribution of paychecks either directly to the employee or through the use of sealed envelopes.
3202. The Employer will arrange for direct deposit of payroll payments into employee checking and/or savings accounts.
3203. Upon notice to the union, the employer can effect payroll changes to establish the pay lag at a standard ten day lag for all employees. This provision may not be implemented until the county has completed discussions and agreements with other bargaining units concerning the institution of a standard ten day pay lag for all employees.
3204. The Union agrees that if the employer makes reasonable accommodations under the Americans with Disabilities Act, and regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the employer in achieving any such accommodation.
3205. All employees will be provided with identification badges which will be initially provided at the employer's cost. If the badge is misplaced or lost, the employee will pay the cost of replacement through either cash payment or if no cash payment is made, the employer may retrieve the cost of replacement by payroll deduction.

3206. Employees shall be required to wear clothing to work which is suitable to their work assignments. Under no circumstances are sweatpants, short-shorts, halters, or tank tops considered suitable.
3207. The College shall schedule a representative from the New York State Retirement System to meet with employees to discuss retirement options twice per year, dependent on the availability of personnel from the New York State and Local Employees Retirement System.
- 3208.
- a. This Collective Bargaining Agreement shall be effective January 1, 2016, and shall terminate December 31, 2018.

ARTICLE XXXIII
ENTIRE AGREEMENT

3301. The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter.

ARTICLE XXXIV
MANDATED PROVISIONS OF LAW

3401. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SULLIVAN COUNTY COMMUNITY COLLEGE

BY: _____

Russ Heyman, Chair, Board of Trustees

BY: _____

Karin Hilgersom, President

TEAMSTERS LOCAL 445 OF THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: _____

Business Agent

BY: _____

Chief Steward

RULES RELATING TO SALARY SCHEDULE ADMINISTRATION

1. Annual rates indicated on the salary schedule apply to full-time positions for which the standard workweek is thirty-five (35) or thirty-seven and one-half (37 1/2) hours per week. Positions involving standard workweeks of forty (40) hours shall receive annual rates based upon the given schedule rate divided by 35 times 40s, except as provided in Sect. 403 of the Agreement.
2. All full-time employees shall receive the Entry rate of pay as indicated on the salary schedule, and upon reaching six months of service within the College, the employee shall be placed at the full rate indicated on the salary schedule.
3. The compensation rate for all part-time employees shall be the appropriate Entry hourly rate as indicated on the salary schedule. Persons whose hours of employment qualifies for regular part-time status under section 202.1 of the Collective Bargaining Agreement shall receive the full hourly rate as indicated on the salary schedule, upon reaching six months of service with the College.
4. Periods of unpaid absence shall not be used in computing the six months of service required to receive the full salary rate on the salary schedule. Should a part-time employee become a full time employee, the persons period of part-time employment shall not be used as the basis for qualifying for full rate pay status unless the part-time employment qualified as regular part-time employment under section 202.1 of the Collective Bargaining' Agreement.
5. Persons employed on a per-diem basis shall receive the annual rate divided by 261 times 90%.
6. Upon promotion, an employee shall receive an appropriate increase in accordance with the collective bargaining agreement, and shall be placed at the full rate of pay for the position upon acquiring six months of service in the position.

APPENDIX 1: ADMINISTRATIVE (MC) TITLES AS OF MAY 2, 2016

- Administrative Associate to the Dean of Student Development Services
- Administrative Associate to the Associate Vice President of Planning, Human Resources and Facilities and the Dean of Community Outreach
- Assistant Director of Human Resources
- Assistant Vice President for Academic and Student Affairs
- Associate Vice President for Planning, Human Resources & Facilities
- Controller
- Dean of Community Outreach
- Dean of Student Development Services
- Director of Institutional Research
- Executive Administrative Associate for the President and Board of Trustees
- Executive Development Director - SCCC Foundation
- President
- Senior Administrative Associate to the VP for Academic & Student Affairs
- Vice President for Academic and Student Affairs

APPENDIX 2: SALARY SCHEDULE