

**Collective Bargaining Agreement Between  
SEIU Local 200United  
and  
SUNY Schenectady County Community College  
2020-2025**

**PREAMBLE**

This is a Collective Bargaining Agreement made and entered into this 16<sup>th</sup> day of November 2021, by and between SUNY Schenectady County Community College ("Employer" or "College") and its sponsor, the Legislature of Schenectady County ("Legislature"), and the Service Employees International Union, Local 200United ("Union").

**ARTICLE 1 - UNION RECOGNITION AND NO STRIKE AGREEMENT**

The College and Legislature pursuant to Section 207 of Article 14 of the Civil Service Law, hereby recognizes SEIU, Local 200United as the sole and exclusive bargaining agent for the purposes of Collective Bargaining with respect to terms and conditions of employment and the administration of grievances arising thereunder on behalf of a unit consisting of all adjunct teaching faculty members, who do not hold positions in the administration of the College, or who are not members of another bargaining unit represented at the College.

Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.

Should additional colleges, branches, or teaching locations be established, all adjunct teaching faculty employed by the College therein shall be covered automatically by the terms of this Agreement.

The Union agrees that it will not engage in, cause, instigate, encourage, or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Union will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce the provision of law applicable in the event of a strike.

**ARTICLE 2 - BARGAINING UNIT INFORMATION**

- A. The College will provide to the Union a preliminary list of all adjunct faculty members covered by this Agreement no less than one (1) week prior to the first day of any session (note: numerous start dates may occur within a semester); however, the list is subject to change and classes are subject to cancellation based on enrollment.
- B. The College will provide to the Union the Adjunct Load list no later than two (2) weeks after the start of each Fall, Spring and Summer semester. This list will include the following information:
  - i. Name, home address, phone number, and college email;

- ii. Date of hire, adjunct level, number of credit hours taught at current level and in total, pay rate, division, teaching field(s); and
- iii. All courses/sections currently assigned to the unit member and his/her current number of credit hours.

C. All lists will be provided in a sortable excel format.

### ARTICLE 3 - UNION SECURITY

- A. Upon receipt of an adjunct faculty member's written authorization, the College shall deduct from that adjunct faculty member's salary each pay period such union dues as have been duly established pursuant to the SEIU Local 200 United Constitution and Bylaws, and remit same promptly to the Union, together with a list of the names of adjunct faculty members from whose salaries such deductions were made.
- B. Payment of union dues may be made via the check-off procedure provided by this Article. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by an adjunct faculty member arising from deductions made by the College hereunder or from the enforcement of this Article.
- C. The College further agrees to deduct voluntary contributions made by adjunct faculty members to the SEIU Local 200 United Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the adjunct faculty member.
- D. The Union shall be ultimately responsible for obtaining executed written assignments from existing adjunct faculty members. However, the College shall cooperate with the Union in seeking compliance with this provision by notifying covered faculty at their time of hire of the existence of this Agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the adjunct faculty member and returned to the College shall be promptly remitted to the Union. The College shall remit the dues to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the College shall deduct from the first wages due thereafter the dues so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any check off revocation, the College shall notify the Union, in writing, of the revocation.

### ARTICLE 4 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it and its officers and managers by law, including, but not limited to: the rights to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of

the College; to establish standards and criteria for performance; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The Parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement.

#### ARTICLE 5 - UNION RIGHTS

- A. The representatives of the Union shall have reasonable access to the College's facilities for the transaction of necessary Union business relating to this Agreement so long as neither the normal business of the College nor classroom activities are disrupted.
- B. The Union shall have access to meeting space on campus, subject to availability, sufficient notice, and the same procedures as other campus organizations.
- C. Management shall recognize adjunct faculty members designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.
- D. Workplace leaders and/or union representatives shall be given one half-hour at the conclusion of adjunct faculty orientation meetings in order to present information about the union and union membership.
- E. The College shall furnish a bulletin board, which shall be placed in an accessible location designated and provided by the College, and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin board. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.
- F. The College will provide office space for the Union on campus. The College will determine the location of the Union office.

#### ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE

- A. The College and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with solutions that are in the best interest of the Parties. To that end, the Parties agree to the creation of a joint labor-management collaboration committee.
- B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the College. Ad hoc participants may be added to the Committee as needed only by mutual consent of the College and Union.
- C. The Labor Management Committee shall be a forum to raise issues of importance to the Union and/or the College, and or discuss the existence of and or resolution of potential disputes.

- D. The Committee shall meet three (3) times per year in the Fall Semester, the Spring Semester, and during the summer. Additional meetings may be scheduled by mutual agreement. Designated representatives of the Union and the College will suggest agenda items two (2) weeks prior to each meeting. Each Party will designate their own representatives to the Committee.

#### ARTICLE 7 - NON-DISCRIMINATION

The Parties agree that neither the College nor the Union shall discriminate against any person based on race, color, religion, sex, gender identity/expression, sexual orientation, pregnancy or parental status, national origin, age, disability, veteran status, marital or domestic partner status, political affiliation, union activism, any other legally protected status, or for the exercise of any rights conferred by this Agreement or the law.

#### ARTICLE 8 - ADJUNCT LEVELS

- A. The Parties agree to the following adjunct levels:

Level M - Music lesson instructor.

Level I - In most cases, this is the initial appointment level for an adjunct faculty member. Appointees must have at least a Master degree in the field in which they will teach, or a Master degree and 18 upper-division credit hours in the field in which they will teach. In some situations, at the discretion of the College, an industry certification may substitute for the Master degree (most commonly in HCAT).

Level II - Completion of at least eighteen (18) credit hours of teaching as a member of the adjunct faculty of the College. Persons holding a Doctoral degree in the field in which they will teach and five years of directly-related experience in that field, or a Master degree in the field in which they will teach and ten years of directly-related experience in that field may, in the College's discretion, be initially appointed at this level.

Level III - Completion of at least fifty-four (54) credit hours of teaching experience as a member of the adjunct faculty of the College.

- B. Hiring determinations shall be at the discretion of the Division Dean.

- C. Prior to any change in level, the adjunct faculty member must have been observed within 12 months prior to the level increase, and received favorable evaluations. The Division Dean must make the recommendation based on successful performance. If not initiated by the Division Dean, the adjunct faculty member may request a meeting with the Dean to request consideration for a level change.

## ARTICLE 9 - APPOINTMENTS

- A. Pursuant to the terms of this Article, the College shall retain the right to determine whether to hire an adjunct faculty member and whether to assign a course to an adjunct faculty member. Notwithstanding the above, if there is more than one (1) qualified adjunct faculty member available to teach a course that will be his/her first course assignment for that semester, then the opportunity to teach the course shall be offered in order of the adjunct faculty members' relative seniority if all other factors, including but not limited to credentials, qualifications, past performance, and schedule availability, are equal. When possible, the College will make every reasonable effort to offer the opportunity to teach the courses of another member of the faculty on leave or sabbatical to current qualified bargaining unit employees.
- B. 1. Seniority shall be defined as continuous length of service in which an adjunct Faculty member taught at least one (1) course in each academic year from the original date of hire at the College. In situations where the number of years of service is the same, the adjunct who has taught more credit hours will hold seniority. In the event of an absence from teaching, seniority shall be retained for up to eighteen (18) months in the event of exceptional health related circumstances verified with documentation provided to, and found sufficient by, the College's Human Resources Office.
2. The College shall maintain a Seniority List and will provide to the Union and Division Deans an updated Seniority List by October 15 and March 15 each semester. This list will be sorted by: department/discipline, date of hire, total number of credits taught, and name. The October 15 list will be used for the Spring semester and the March 15 list will be used for the Summer and Fall semesters.
- C. 1. Upon promotion to Adjunct Level III, an adjunct faculty member shall be given the option for appointment for an entire academic year to his/her Division Dean and, subject to the limitations herein, the adjunct faculty member shall be given for such appointment. An Adjunct Level III's request for appointment for a subsequent academic year shall be made on or before February 15<sup>th</sup> of each year. The Adjunct shall be notified on or before May 15<sup>th</sup> of the Division Dean's decision. Once a full-year appointment is awarded to an adjunct faculty member as a result of him/her reaching Level III, the adjunct will continue to receive full year appointments in each successive year unless the adjunct faculty member declines a full year appointment. Such appointments will be consistent with the College's ability to assure that a course assignment will be available in each semester of the succeeding year. Nothing in this section provides a guarantee of continued appointment beyond the current term of an adjunct faculty member's appointment.
2. Upon completion of three (3) years of service as an Adjunct Level III, consistent with the remaining provisions of this Article, an adjunct faculty member shall be given the option to teach a minimum of two course assignments per semester.
- D. Adjunct faculty members shall be surveyed by the College as to their interest in receiving a course assignment(s) no later than November 1 for the following spring semester, March 15 for the summer semester, and May 15 for the following fall semester. An adjunct faculty member's expressed interest and/or availability does not guarantee a course appointment.
- E. 1. It is the policy of the College that available teaching positions will be offered to adjunct faculty members who have taught in the prior semester. For purposes of this policy, "available teaching

positions" are those courses being offered by the College which have not been assigned to a full-time or a part-time member of the faculty.

2. Subject to the College's right to alter an assignment for any of the reasons set forth in Article 9, section I., subsections 1 through 6, an adjunct faculty member with seniority shall be entitled to a right of first refusal to teach any course which he or she has taught within the last twelve (12) months.

- F. The College agrees to notify adjunct faculty members of their anticipated course assignments, in writing, at least three weeks before the start of the semester. Course assignments may change due to changes in enrollment. Nothing in this Article shall prevent the College from offering course assignments to adjunct faculty members after such deadline.
- G. An adjunct faculty member who is provided notice of course assignment(s) for a semester shall notify the College of the acceptance of the assignment(s) within one week of receiving notice of assignment, unless the offer is made less than three weeks prior to the start of the semester, in which case a reasonable amount of time will be given for a response.
- H. Adjunct faculty members shall not be assigned to teach more than 9 credit hours per semester without the prior written approval of the Vice President of Academic Affairs.
- I. If a semester (or academic year) appointment is offered and accepted, the College shall have the right to cancel the appointment for the following reasons:
  - 1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a semester;
  - 2. Creation of a full-time position that absorbs existing courses taught by adjunct faculty;
  - 3. Cancellation of a course or section due to under-enrollment;
  - 4. Other demonstrated reasons necessitating a change in academic, fiscal, program or organizational needs of the College;
  - 5. Unsatisfactory performance of an employee, as evidenced from observations, course evaluations, student feedback or other complaints, the adjunct faculty member's failure to meet their obligations, or the adjunct faculty member's failure to correct a performance problem identified by their Division Dean;
  - 6. Discharge, misconduct, or neglect of duties, resulting in written or greater discipline of the adjunct faculty member.

The decision to send an adjunct faculty member written notice of cancellation shall not be subject to the grievance arbitration provisions of this Agreement. If the College cancels a course less than five (5) days before the first meeting of the class for any reason other than those in sub-sections 5 or 6, the College shall pay the adjunct faculty member an amount equal to one credit hour's pay.

- J. When courses that are not assigned to any faculty member become newly available, they will be posted on the College website. Adjunct faculty members who already teach at the College and who are qualified to teach the course, will be considered for appointment.
- K. Nothing in this Article shall preclude faculty members from being offered courses that are added to the schedule after April 15 for the fall semester and after October 15 for the spring semester.

- L. Adjunct faculty members shall be given the opportunity to give input to the Division Dean on what courses he/she would like to teach. Adjunct faculty members shall have the opportunity to propose new courses or programs, to the Division Dean.
- M. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an assignment.
- N. Faculty members covered by this Agreement shall be given an initial interview with the search committee when applying for full-time faculty positions for which that member is minimally qualified.

#### ARTICLE 10 - WORK ENVIRONMENT AND ACCESS TO SERVICES

The College and Union agree that all unit faculty members should be provided a work environment that fosters mutual respect and professionalism and agree that all members of the campus community play a role to ensure such an environment exists.

- A. All unit faculty members will be provided the necessary supplies, materials, and other resources, as determined by the Division Dean, before the beginning of a course.
- B. The College will hold an orientation meeting for adjuncts at the start of the Fall and Spring semesters. The dates for these meetings will be included on the College calendar. Attendance will be mandatory for each adjunct faculty member assigned to teach a course in that semester.
- C. The College will provide each adjunct faculty member with a link to the Adjunct Handbook and the Student Handbook at the beginning of each semester.
- D. The department shall provide the course outline to the adjunct. All adjunct faculty members will be provided a course outline from which they prepare a course syllabus. All expectations on course curricula, teaching and grading responsibilities, student assignments, and other expectations shall be made available in writing to the adjunct faculty member before the beginning of the course.
- E. If the supplies, materials, and/or software needed to teach a course are unavailable, the adjunct faculty member shall obtain authorization from the department or program chair before incurring any out-of-pocket expense. If the adjunct faculty member is authorized in advance by the College to purchase supplies, materials and/or software for a course, she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.
- F. If an adjunct faculty member receives approval for an academic field trip, he/she must complete a travel reimbursement form prior to travel following the College's travel policy and academic code. Any costs that were previously approved will be reimbursed, upon submission of a receipt of the official SUNY Schenectady travel reimbursement form and appropriate documentation of the expense.
- G. Adjunct faculty members shall have access to computers with Internet access, printers, photocopying, and tech support in order to prepare for classes and serve students.

- H. Adjunct faculty members shall be provided with office space for course preparation and to meet with students. All faculty members shall be given individual mailboxes on campus to receive student papers, campus and other mail.
- I. Adjunct faculty members shall have access to email and Wi-Fi, and will have a directory listing as an adjunct faculty member on the College website.
- J. Unit faculty members shall have access to research databases (Lexis-Nexis, ProQuest etc.), online services, and library services as needed for their courses.

#### ARTICLE 11 - ACADEMIC FREEDOM AND FACULTY RIGHTS

- A. Academic freedom is the freedom to teach, both inside and outside the classroom, to conduct research and other scholarly or creative activities, and to publish or otherwise disseminate the results. Adjunct faculty members are entitled to this freedom, as it pertains to their classroom teaching, scholarship, research and/or creative work. This freedom applies equally to assigned course material, recommended course material, library material, invited speakers, the fine arts, and the performing arts.

Academic freedom also encompasses the freedom to address any matter of institutional policy or action, whether or not an issue of institutional governance. Adjunct faculty members have the freedom to address the larger community with regard to any social, political, economic, or other interest. Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that, when one is speaking as a citizen on matters of public interest, one is not speaking for the Institution.

- B. In the classroom, an adjunct faculty member's exposition shall be guided by the course outline .
- C. Adjunct faculty members will follow the academic code and the student code of conduct. Adjunct faculty members shall not be retaliated against for holding students accountable under any College policies.

#### ARTICLE 12 - PROFESSIONAL DEVELOPMENT

- A. The College will create a Professional Development fund from which adjunct faculty members may apply for funding for professional development opportunities or resources related to scholarship, artistic or professional practice which will contribute to the improvement of teaching.
- B. Effective September 1, 2017, the College will make available ten thousand dollars (\$10,000.00) for professional development each fiscal year. Unused funds in one fiscal year shall NOT roll over to the next fiscal year.
- C. To be eligible for Professional Development funds, an adjunct faculty member must have three (3) years of teaching experience at the College and teach a minimum of two (2) courses per year. In order to receive funding, the adjunct faculty member must first submit a professional development request indicating how this will benefit his/her current teaching at SUNY Schenectady and relate it



to the SUNY Schenectady Strategic Plan. The appropriate Dean and the V.P. of Academics will review and determine whether the request should be supported or denied. If approved, the adjunct faculty member will then submit the appropriate travel/funding request at least two weeks in advance to the appropriate Dean. The adjunct must adhere to SUNY Schenectady travel guidelines. A reimbursement request must be made within thirty (30) days of completion of the professional development.

- D. Faculty members shall be granted reasonable paid time off to attend academic conferences or to pursue professional development activities, if approved in accordance with Section C., above.

#### ARTICLE 13 - PERSONNEL FILES

- A. An adjunct faculty member may review her personnel file by appointment with the Human Resources Department of the College. Upon request, the adjunct faculty member will be given a photocopy of any item(s) in such file(s).
- B. With the adjunct faculty member's consent, Union representatives may be present at the review and may examine the documents.

#### ARTICLE 14 - EVALUATIONS

- A. All faculty members should receive an evaluation process based on criteria that are clearly communicated to the faculty member. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards.
- B. Adjunct Level I and II faculty members shall be evaluated at least once every academic year of appointment. Annual evaluations shall consist of peer observations, administration evaluations, or student evaluations. As such, student feedback will not be used as the sole basis to evaluate a faculty member's performance.
- C. The College will maintain an evaluations file for each faculty member as part of their personnel file.
- D. Faculty members shall have the right to review evaluations with the evaluating administrator/peer and will have access to any and all records of evaluation maintained by the Human Resources Department.
- E. Once adjunct faculty members reach Adjunct Level III, they will no longer be evaluated annually. Adjunct faculty members may request evaluations after this point and the College may choose to conduct evaluations from time-to-time at its discretion.
- F. Evaluations will not be subject to the contractual grievance procedures, but an adjunct faculty member may submit a response to his or her evaluation, which will be appended to the evaluation form in his/her personnel file.

## ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The Parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the College.
- B. All grievances must be presented within twenty (20) working days of the action or occurrence of facts that give rise to it. All grievances must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.
- C. The following steps shall be followed in the processing of grievances. The time limits herein may be extended by mutual written agreement:

**Step 1.** An adjunct faculty member shall file the grievance with his/her Dean in accordance with the time limitations set forth in Section B, above. The Dean will issue a written response to the grievant and the union within ten (10) working days thereafter. Furthermore, while the adjunct faculty member and the College are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the adjunct faculty member's behalf at Step 2, provided it is so initiated within the twenty (20) working days specified in paragraph B above.

**Step 2.** If the grievance is not resolved at Step 1, the adjunct faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may advance the grievance to Step 2, before the Vice President of Academic Affairs or her designee, within ten (10) working days of receipt of the Step 1 response, or within ten (10) working days of the deadline for the Step 1 response, if none was received. If the grievance is filed/advanced within the time limits, the Vice President or her designee shall conduct a meeting for the purpose of discussing the grievance within ten (10) working days. If the grievance is not resolved at this meeting, the Vice President or her designee shall respond to the grievance, to the Union, in writing within ten (10) working days of the meeting. Any grievance filed by the Union on behalf of two or more adjunct faculty members may be initiated at Step 2, provided it is so initiated within the twenty (20) working days specified in paragraph B above.

**Step 3.** A grievance not resolved at Step 2 may be appealed in writing by the Union to the College President within ten (10) working days of receipt of the Step 2 response, or within ten (10) working days of the deadline for the Step 2 response if none was received. Within ten (10) working days of the receipt of such appeal a special meeting with the President for the purpose of discussing the grievance shall be held. If the grievance is not resolved at this meeting, the President or his/her designee shall respond to the Union in writing within ten (10) working days of the meeting.

**Step 4.** A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving a written Demand for Arbitration to the College within twenty (20) working days of receipt of the Step 3 response, or within twenty (20) working days of the deadline for the Step 3 response if none was received.

1. Upon delivery of the Demand for Arbitration, the Parties shall attempt to select an arbitrator by mutual agreement. In the event that the Parties do not agree upon an arbitrator within thirty (30) days of the demand for arbitration, the grievance may be submitted to the American Arbitration Association (“AAA”), and the arbitrator shall be selected from a panel provided by the AAA pursuant to their rules and procedures. The arbitration shall be conducted under said rules and procedures. The foregoing shall not prevent the Parties from otherwise agreeing to submit a matter to an arbitrator or arbitration panel other than pursuant to the AAA’s rules and procedures. Unless otherwise mutually agreed, the arbitrator will determine no more than one grievance.
2. The arbitrator shall have no power to decide issues not governed by this Agreement. Except as provided for under law, the decision of the arbitrator shall be final and binding on the Parties.
3. The fees and expenses of the arbitrator, including all AAA fees, and the cost of any agreed-upon hearing transcript, shall be borne equally by the Union and the College. Each party shall bear the cost of the preparation and presentation of their own case.
4. If an adjunct faculty member must miss a class because she is required to attend an arbitration hearing, there will be no loss of compensation from the College for that adjunct faculty member. The adjunct faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.

#### ARTICLE 16 – ADJUNCT FACULTY EXPECTATIONS

- A. Adjunct faculty must uphold the Academic Code of the College by establishing standards that are consistent with college-level work. It is expected that all procedural and administrative requests will be followed.
- B. All adjunct faculty members are subject to the provisions of the Academic Code.
- C. Adjunct Faculty must utilize College email and respond to students and administration in a timely manner. The College’s primary contact method with adjunct faculty members will be via College email.
- D. Since adjunct faculty members are not obligated to hold office hours, adjunct faculty members must make themselves available electronically and respond to student questions within 24 hours. Adjunct faculty members must respond to student correspondence received on weekends and holidays within 24 hours of the next working day. Additionally, adjunct faculty members are expected to be available for thirty (30) minutes immediately before or after class to answer student questions. If an adjunct faculty member is not able to accommodate the requirement for thirty (30) minutes before or after a class, the faculty member shall schedule two (2) hours per week during which he or she will be available to meet with students via telephone or in a virtual meeting format by appointment. The adjunct faculty member’s schedule for the above availability shall be set for in the adjunct faculty member’s course syllabi.

- E. The College will provide learning management system (“LMS”) training as necessary. Adjunct faculty members must utilize the College’s LMS and are expected to post syllabi and class messages and announcements on the LMS. Adjunct faculty members must also use the LMS for the grade book. The LMS may also be used for supplemental readings, assignments, quizzes, exams, etc.
- F. Adjunct faculty members must submit one copy of their Course Syllabus electronically, using their College email, to the Division Dean one week prior to the start of class.
- G. Adjunct faculty members are required to distribute a syllabus at the first-class meeting. The syllabus should include contact information, course description, student learning outcomes, major course topics, course calendar, grading, attendance policies, and ADA procedures. The syllabus must include the Student Learning Outcomes from the approved course outline.
- H. Adjunct faculty members must provide one draft copy of their final examination for each course they are teaching to the Division Dean two (2) weeks prior to the first day of finals week. All courses require a final examination or final activity administered during finals week. Administering final exams during the last week of regular class meetings is not permitted.
- I. Adjunct faculty members must comply with the deadlines to include: requested early alerts, midterm warnings, decertifications, final grade submissions, and other administrative deadlines.
- J. Adjunct faculty must maintain a record of student attendance and report absences to the administration when and in the manner requested.
- K. Adjunct faculty members are expected to participate in activities that support maintaining accreditation.
- L. Adjunct faculty members must utilize the required course textbooks and require student usage unless other arrangements are approved by the Division Dean and the Vice President of Academic Affairs.
- M. Attendance at all scheduled classes is required in order to meet the minimum required contact hours. If the minimum contact hours are not met, the College will not meet the academic integrity of credit hours for accreditation. In the event of an emergency, the Dean must be notified if the adjunct must cancel a class. The adjunct faculty member must also post the class cancellation on the LMS. If a class must be missed due to an emergency, a plan for making up lost time must be reviewed and approved by the Division Dean. Adjunct faculty members must be on time for classes and hold classes for the entire scheduled time.
- N. Adjunct faculty members are required to have Student Evaluations completed two weeks before the end of the semester. Accelerated courses will be adjusted on a pro-rated basis. Packets will be placed in the adjunct faculty member’s mailbox.
- O. Adjunct faculty members must participate in Division Assessment activities and are invited to participate in Division meetings when possible. Courses scheduled for assessment will be announced at the beginning of each semester. Details of course assessment activities will be provided by division Deans.
- P. Participation in professional development opportunities hosted at the College are encouraged. Adjunct faculty members must remain current in their disciplines and provide evidence of continued professional development activities.

- Q. Adjunct faculty members are invited to participate in Institute Week professional development opportunities.
- R. Adjunct faculty members are encouraged to attend graduation and convocations.
- S. Adjunct faculty members must attend the adjunct faculty meetings held at the start of each semester.
- T. Adjunct faculty members must complete annual mandated trainings as determined by the College's Office of Human Resources.

**ARTICLE 17 - COMPENSATION**

- A. Adjunct faculty members covered by this Agreement make an essential contribution to the College's student-centered mission which includes a commitment to excellence in teaching. Adjunct faculty members are expected to meet the same teaching standards as all other faculty members for the courses assigned. The College and Union agree that the same value shall be placed on teaching performed by adjunct faculty members as is placed on the work of all other faculty.
- B. Compensation per credit hour for the term of this Agreement shall be as follows:

	2020-21 (+2%)	2021-22 (+2.25%)	2022-23 (+2.25%)	2023-24 (+2.25%)	2024-25 (+2.25%)
Adjunct Level M	\$791	\$808	\$826	\$845	\$864
Adjunct Level I	\$849	\$868	\$888	\$908	\$928
Adjunct Level II	\$920	\$941	\$962	\$984	\$1006
Adjunct Level III	\$973	\$995	\$1017	\$1040	\$1064

- C. An adjunct faculty member shall be paid on a timely basis, in accordance with the College's normal business operations, for the teaching and other compensable duties she performed, provided the adjunct faculty member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.
- D. Adjunct faculty members shall receive an itemized pay stub in electronic form. The precise payday shall be the same day set for other College faculty.

**ARTICLE 18 - BENEFITS**

- A. Tuition Remission - Adjunct Faculty Members shall be eligible for tuition remission for themselves for attending classes at the College. This benefit shall be capped at a total of \$10,000 per year for all claims made by members of the bargaining unit.
- B. Retirement Benefits - Bargaining unit faculty members will be entitled to elect membership in the New York State Teacher's Retirement System (TRS) or, if at the time of hire, the adjunct faculty member is already enrolled in either the New York State and Local Employees Retirement System (ERS) or the SUNY Optional Retirement Plan (ORP), they may enroll in one of those plans. In all cases, enrollment shall be in accordance with the rules of the retirement plans.

- C. Campus Bookstore Discount - As long as a discount is provided to employees by the operator of the College Bookstore, bargaining unit faculty members shall be entitled to such discount.
- D. Parking - Parking shall be provided to bargaining unit faculty members on the same terms and conditions as all other employees of the College.

**ARTICLE 19 - SEVERABILITY**

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all other provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision(s) had never been part of this Agreement. In such case, the remainder of this Agreement shall continue to be binding upon the Parties, and within thirty (30) days of the discovery of such deficiencies, the Parties agree to meet to re-negotiate the invalidated provision(s).

**ARTICLE 20 - APPLICATION OF CONTRACT**

This contract shall be binding on the Parties hereto and their successors or assigns.

**ARTICLE 21 - LEGISLATIVE APPROVAL**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.


**ARTICLE 22 - TERM OF AGREEMENT**

The term of the Agreement shall be five years, from September 1, 2020 through August 31, 2025.

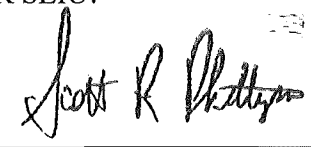
The undersigned are fully authorized representatives of the College and Local200 United of Service Employees International Union and hereto have executed this Agreement on the date and year indicated below.

FOR THE COLLEGE:

FOR SEIU:

  
\_\_\_\_\_  
Dr. Steady Moono, President

11/15/2021

  
\_\_\_\_\_  
Scott Phillipson, President

12/14/21