

AGREEMENT

BETWEEN

THE COUNTY OF WESTCHESTER

WESTCHESTER COMMUNITY COLLEGE

THE WESTCHESTER COMMUNITY COLLEGE FEDERATION

OF TEACHERS

SEPTEMBER 1, 2001 -- AUGUST 31, 2004

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## AGREEMENT

AGREEMENT made the 4th day of October, 2004, by and between WESTCHESTER COMMUNITY COLLEGE, with offices at 75 Grasslands Road, Valhalla, New York, hereinafter designated as the "COLLEGE," THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, with offices in the County Office Building, White Plains, New York, hereinafter designated as the "COUNTY" and LOCAL 2431, WESTCHESTER COMMUNITY COLLEGE FEDERATION OF TEACHERS, NEW YORK STATE UNITED TEACHERS, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, an unincorporated association having an office at 75 Grasslands Road, Valhalla, New York, hereinafter designated as the "UNION".

## SECTION ONE - THE AGREEMENT

## 1.1 Definitions:

As used herein, the following terms shall have these meanings:

"County" means the County of Westchester.

"College" means Westchester Community College.

"Department" in addition to the instructional departments, also includes Instructional and Learning Resources and Student Personnel Services which shall here be considered as Departments.

"Union" means Local 2431, Westchester Community College Federation of Teachers, New York State United Teachers, American Federation of Teachers, AFL-CIO.

"Representative" or "Union Representative" means an authorized representative of the Union as provided in paragraph 2.5.

"President" means the President of the Westchester Community College.

"Employee" or "Faculty Member" means a member of the negotiating unit defined in paragraph 1.3 a. below.

"Trustees" means the Board of Trustees of the Westchester Community College.

"Permanent Staff" means any faculty member, Academic Support Center Coordinator, and Coordinator of Student Health Services, who has been awarded tenure.

"Domestic Partner" means the same or opposite sex partner with whom an unmarried employee has resided in a committed long term relationship of mutual support of at least one year's duration, and for whom the unmarried employee has assumed a long term financial responsibility or with whom he/she has mutual financial responsibility.

## 1.2 Recognition:

Based upon the certification in Case No. 003-68, Appendix A, issued by the Westchester County Public Employment Relations

Board on March 14, 1969, the County recognizes the Union as the exclusive representative of the employees in the appropriate unit defined in 1.3a below for a maximum period permitted by law.

1.3 Appropriate Unit:

- a. The appropriate employer-employee negotiating unit to which this Agreement applies consists of all full-time and regular part-time professional staff employees, including supporting professional employees, who are employed by the County of Westchester at Westchester Community College.
- b. The Union shall be notified of all new titles created for use at Westchester Community College.

1.4 Duration:

This Agreement shall be effective from September 1, 2001 until August 31, 2004 inclusive. Negotiations for extending or modifying this Agreement shall commence during the first week of March 2004.

1.5 Priority of Agreement:

- a. Where the provisions of this Agreement are in conflict with County or College policy, this Agreement shall govern, except as provided by law.
- b. Nothing contained herein shall be construed to deny or restrict, with respect to any faculty member, any rights they may have under the New York State Education or Civil Service laws or any other applicable laws and regulations. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere.

1.6 Maintenance of Standards:

Rates of pay, standards for hours of work, and conditions of employment in effect prior to this Agreement and not covered by this Agreement shall not be diminished without "good cause" during the term of this Agreement.

If the parties are unable to agree upon "good cause" or whether a diminishing of standards has occurred, it shall be determined by the grievance procedure contained herein.

### 1.7 Effect of Agreement:

Items discussed during the negotiations leading to this Agreement will not be reopened during the life of this Agreement unless mutually agreeable (but this does not imply any obligation on either party to entertain or discuss a proposal with respect to such reopening), except that if any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

### 1.8 Ratification:

- a. No final agreement shall be executed without ratification by the Union, the College and the County.
- b. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## SECTION TWO - UNION STATUS AND RIGHTS

### 2.1 Right of Organization:

Faculty members shall have the right to join and participate in the Union for the purposes of this Agreement.

### 2.2 Dues Deduction/Agency Shop:

- a. Subject to reasonable procedural requirements, the County agrees to deduct membership dues, service charges and/or employee insurance premiums of the Union from the salary payments as authorized in writing, revocable at least annually, by individual faculty members and the Union and to forward such payments to the Union, along with a list showing the names of members and the amount being deducted from their salary, to the extent that normal computer operations permit.
- b. All employees in the appropriate negotiating unit, as defined by Section 1.3, not desiring membership in the Union shall be required as a condition of employment to have deducted from their salaries a service charge for the administration of this Agreement and the representation of such employees.

- c. The service charge for appropriate negotiating unit employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full-time or part-time category appropriate to the status of the employee.
- d. The Employer shall deduct the service charge from non-union member employees and transmit the sums so deducted to the Union at the same time and in the same manner as dues deducted from the Union members.
- e. The Union shall notify the Employer annually of the amount of annual dues.
- f. The County shall deduct voluntary NYSUT Vote-Cope payments or other NYSUT deductions for transmittal to NYSUT if such space exists on paychecks.

### 2.3 Right of Consultation:

The President or his/her designee agrees to meet at mutually convenient times and at least monthly, if requested, with representatives of the Union for the purpose of discussing matters related to administration of the Agreement. Requests for such meetings shall be made at least one week in advance, where possible, and shall include the proposed agenda. Such meetings shall not limit the right of the President to meet with any group on professional matters.

### 2.4 Non-Discrimination:

- a. The County and the Union will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of membership in the Union, participating in any activities of the Union, including collective negotiations with the County, or institution in good faith of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- b. This Agreement and the rates of pay, hours, and terms and conditions of employment hereunder shall be applied in a manner which is not arbitrary, capricious, or unjustly discriminatory; without regard to race, creed, color, national origin, age, sex or marital status, except as such conditions may constitute bona fide occupational or assignment qualifications; and without regard to the exercise of the rights of political expression protected by law, when acting in a private capacity as a citizen.
- c. Faculty members are free to join or to refrain from joining any employee organization.

## 2.5 Union Administration Time:

- a. Subject to approval by the College President, the Union President and the authorized representatives of the Union shall have class schedules aligned to facilitate the transaction of official Union business directly related to the administration of this Agreement on College property at times that shall not in any manner interfere with or interrupt College operations or the individual College duties and responsibilities of such representatives. Such alignment shall include a reduction of a total of twenty-four (24) contact hours per semester from normal instructional time without loss of compensation, apportioned by the Union with adequate prior notice to the Administration. No one individual may receive a reduction of more than fifteen (15) hours per year.
- b. When an employee who works on a non-contact-hour basis is authorized by the Union to have a reduced workload for the purposes as stated in 2.5 a above, such workload shall be reduced in the same proportion as faculty members whose work is measured by contact hours.
- c. By May 15 and November 1 in each year, the Union shall certify, in writing, to the College, the names of such authorized representatives for the forthcoming semester, and the areas in which their representation is effective. Whenever changes in such representation and/or in the distribution in the above reductions in contact hours are necessary, the Union shall notify the College in writing. Pursuant to Section 2.5 a and b above, the College shall effect such changes as soon as feasible.
- d. The Union executive board will have at its disposal up to two (2) official business days in each regular semester, four (4) per year, for the use of the executive board for Union business. It is understood that any classes missed due to the use of these days will be made up by the faculty member at no additional expense to the College. Overload classes will be paid for when they are made up.

## 2.6 College Facilities:

Subject to College rules and regulations of general applicability, the Union and its authorized representatives shall have the right to use College meeting facilities and have access to College typewriters and duplicating equipment. The Union shall pay the College for all costs incidental to such use, e.g., paper, stencils, ditto-masters. Wherever there is a breakdown of such equipment clearly attributable to its abuse by Union representatives, the Union shall reimburse the College for necessary repairs.



## 2.7 Meetings:

The first Common Hour in each month will be reserved for Union meetings without any conflicting meetings or responsibilities. If registration is scheduled for the first common hour the next week will be reserved for Union meetings. The union may schedule meetings at other times and with prior notice, provided there is no conflict in the use of facilities with the normal college schedules and responsibilities of those who attend.

## 2.8 Bulletin Boards and Communications:

- a. The Union shall have the right to post notices of its legitimate activities on Union bulletin boards located in existing faculty lounges and faculty dining areas. Additional bulletin board space may be used for posting union notices in faculty mailing areas. The Union may use the College inter-office mail service and mail boxes for distribution of communication materials to faculty members.
- b. No communication so posted or mailed within College premises shall tend to impugn the good name, justly or unjustly, of any person or group. Prior censorship, or limitation on normal controversy within common standards of good taste and courtesy is not hereby intended.
- c. A communication which does not make clear on its face that it has been issued by the Union shall not be entitled to the privileges of Section 2.6 or 2.8. The Union's name shall appear on the face of the communication.

## SECTION THREE - PROFESSIONAL STATUS AND RIGHTS

### 3.1 General Qualifications:

The following qualifications are a guide to normal quantitative requirements for the several ranks. Appointment or reappointment at or promotion to the rank for which qualifications are held, substitution of appropriate technical, scientific or professional experience in the field, variance from the quantitative criteria shall be an administrative decision. In making such decisions the President shall consider the recommendations of the faculty (as provided in 3.10 below) but shall be charged with sole responsibility for any such decision. Should the President's decision differ from the faculty recommendation, the President's reason shall be deemed to mean academic reasons set forth in such detail as shall make clear the basis for the judgment of the President in differing from the faculty, provided the employee may request such reasons be kept private. No recourse shall be available to the

employee or the Union under the contract with regard to such decision or reasons except as is available under Section 2.4. If this right to grieve is exercised, the grievance shall commence at step 3.

### 3.2 Professor:

Doctor's degree, a professional degree or diploma, or a Master's degree. A minimum of 200 semester hours of college credit, including not less than 60 semester hours of college credit on the graduate level, 30 of which must be in the field of specialization. The Professional Engineer's License, Certified Public Accountant, and Registered Architect, etc. shall be evaluated in accordance with the standards of the State Education Department.

Eight (8) years of related professional experience, some of which must be successful teaching, counseling or librarianship on the college level.

### 3.3 Associate Professor:

Professional degree or diploma, or a Master's degree, or a Bachelor's degree. A minimum of 180 semester hours of college credit, not less than 30 of which must be graduate credit in the field of specialization.

Six (6) years of related professional experience, some of which must be successful teaching, counseling or librarianship on the college level.

### 3.4 Assistant Professor:

Master's degree or a Bachelor's degree. A minimum of 150 semester hours of college credit.

Three (3) years of related professional experience.

### 3.5 Instructor: Bachelor's degree.

### 3.6 Promotion:

- a. Promotion of Instructor or Academic Support Center Coordinator I: When an Instructor or Academic Support Center Coordinator I has satisfactorily completed his/her probationary period and receives a tenured appointment s/he shall be automatically promoted to Assistant Professor or Academic Support Center Coordinator II and to the nearest higher salary step in the Assistant Professor rank or Academic Support Center Coordinator II rank, provided required academic preparation as provided in 3.4 above has been completed.

- b. Promotion of Assistant Professor and Associate Professor or Academic Center Support Coordinator II and III: In making promotional decisions, the College will consider years of experience, educational qualifications and College, professional, and community service.

### 3.7 Tenure:

- a. "Tenure" shall mean the right of a person to hold his/her position during good behavior and efficient and competent service and not to be removed therefrom except for cause in the manner hereinafter provided.
- b. All members of the permanent staff to whom this Agreement applies shall be eligible for tenure.
- c. The permanent staff shall consist of all faculty members employed on an annual salary basis, who having served in a position of academic rank (including Academic Support Center Coordinator and Coordinator of Student Health Services) at Westchester Community College on an annual salary for five (5) full years continuously, have been or shall be re-appointed for a sixth (6th) full year. For persons appointed on or after September 1, 1977, membership in the permanent staff shall be attained when one has been appointed on an annual salary basis for five (5) full years continuously and is re-appointed for a sixth (6th) full year. Persons appointed initially to the rank of Professor, Associate Professor, or Assistant Professor may, however, be placed on the permanent staff at the President's discretion after one (1) year of satisfactory service subject to the provisions of Section 3.1. The College shall provide two (2) calendar weeks' notice, if possible, to the Union, the appropriate departmental committee, and the Central Committee, with regard to potential decisions to grant tenure in under five (5) years. The College shall consult with the tenured members of the department, prior to effecting such decision.
- d. Where the service of a faculty member is interrupted by reason of absence because of leave duly granted by the Board of Trustees, the period of creditable service immediately preceding such absence shall be counted in computing the five (5) full years of service required, provided the member returns upon completion of such leave without further interruption of service.
- e. Nothing contained herein shall be construed as conferring or permitting tenure, or service credit toward the achievement of tenure, in positions outside the negotiating unit held by faculty members. Appointments to or removal from such positions shall not deprive the

person, so appointed or removed, of tenure in the highest position on the permanent staff held with tenure prior to his/her appointment to such office or conjointly with such office, nor shall such appointment or holding of such position or the removal from such position deprive any person of prior service credit toward the achievement of tenure under the provisions of this section. Persons who return to the Unit from a non-Unit position at the College shall serve a one (1) year probation at the rank held prior to leaving the Unit.

- f. Neither tenure as conferred through the operation of this section nor the period requisite for the achievement of tenure shall be affected by promotion or change of title, except that a person upon whom tenure is conferred through the operation of this section and who may be promoted, or whose title may be changed, shall have tenure in his/her new position provided such position is within the unit defined in Section 1.3 a. above. Nothing herein contained shall be construed to prevent the President from assigning any person having tenure to any appropriate position on the staff, but no such assignment shall carry with it a reduction in rank or a reduction in salary other than the elimination of any additional emolument provided for administrative positions.
- g. A position held by a person upon whom tenure has been conferred through the operation of this section may be abolished or discontinued for reasons which are not discriminatory against a particular person or persons. Prior to abolishing or discontinuing a position hereunder, the Union shall be given ninety (90) days notice in the event of job abolition, and the College will consult with the Union upon request. In the event that a position held by a person so tenured in a department is to be abolished or discontinued, such position shall be that of the so tenured person last appointed to such department, save that, for special educational reasons which are not discriminatory against a particular person or persons, the President may continue the services of a person or persons, so tenured whose position(s) would otherwise be abolished or discontinued, and abolish or discontinue the position(s) of the person(s) so tenured next most recently appointed to such department; provided, however, that all persons of any grade, including adjunct faculty, in such department upon whom tenure is not conferred by the operation of this section shall be dismissed before the position of any other person in such department is abolished or discontinued.
- h. If the President abolishes or discontinues the position of a person upon whom tenure is conferred through the

operation of this section and can find no position in the College which can be efficiently and capably filled by such person, then his/her name shall be placed and shall remain for three (3) years on a preferred eligibility list of candidates for reappointment to fill a vacancy that may thereafter occur in a position which can be efficiently and capably filled by such person or to fill a newly created position which can be efficiently and capably filled by such person. Reappointment to such position shall be in inverse order based on the length of time the names of such persons shall have been on such preferred eligibility list. Any person re-appointed from a preferred eligibility list shall be re-appointed at the scale step held by him/her when his/her position was abolished or discontinued. Any person whose name is on a preferred eligibility list as hereinbefore provided shall, for the purpose of maintaining his/her retirement system status, be deemed to be on leave of absence without pay.

- i. Persons having tenure under the provisions of this section shall not be removed or suspended from the permanent staff unless the following procedure is followed:
  1. Written charges are served under one or more of the following reasons:
    - a) Incompetent service
    - b) Neglect of duty
    - c) Conduct unbecoming a member of the staff.  
This provision shall not be so interpreted as to constitute interference with academic freedom as defined in 3.13.
  2. Removal or suspension of a person on tenure may be taken up as a grievance directly at Step 2 of the grievance procedure provided under this Agreement.

### 3.8 Due Notice of Non-Reappointment:

Unless written notice of non-reappointment is given no later than March 15th of the individual's first academic year, his/her appointment shall be considered renewed for another academic year. Written notice of non-renewal of appointment must be given no later than December 15th of ensuing years or the appointment shall be considered renewed for another academic year. The granting of the sixth (6th) appointment constitutes the award of tenure.

### 3.9 Part-time Instruction:

- a. After full-time faculty assignments have been completed pursuant to the provisions of Section 4.3 a., faculty shall be assigned remaining courses as provided below.
- b. Priority listing of faculty members who wish to teach on a part-time basis will be drawn up as discipline lists by Associate Deans with departmental recommendations. Such lists will be available to faculty members.
  1. An individual can be on one priority list only.
  2. Where no courses are offered in his/her discipline, one may apply to the appropriate Associate Dean to have one's name put on a list.
- c. Course sections will be assigned only after the appropriate administrative officer has decided on which course sections will be given on the basis of enrollment figures in the various classes. Sections shall be assigned taking into account the qualifications of the instructor with respect to the subject/course to be taught. In case the qualifications of a faculty member are in question, the recommendation of the Departmental Committee and the Department Chairperson will be sought.
- d. Adjunct Teaching

Assignment of courses will be made, one course at a time, going down the list, and if courses remain, additional courses may be assigned as specified below.

1. No more than four courses, or a total of twenty (20) contact hours, whichever is greater, over both the Fall and Spring semesters, will be assigned to an individual on a part-time basis, but normally not more than ten (10) per semester.
2. With regard to summer session courses, assignment of courses will be made one course at a time, going down through categories a, b, c, and d on the list. If courses remain, a second course may be assigned following the order specified in the priority list in 3.9 f below. All summer sessions will be counted as one semester.
3. In the event that additional sections still remain to be assigned, new or adjunct faculty with less than twenty (20) semesters may be assigned those course sections.

- e. A limited number of exceptions to this procedure may be necessary due to special circumstances, subject to written notice to the Union of the reasons for the exception and resolution through the grievance procedure if the parties are not in agreement.

f. Priority List

The procedure for establishing the priority list of persons eligible for adjunct employment shall be as follows:

1. In terms of seniority (years of teaching, counseling, librarianship, or Academic Support Center coordinating at the College)
  - a. All tenured faculty of the department that houses the discipline.
  - b. All other tenured faculty as provided for in 3.9 b and c above.
  - c. All retired faculty and Academic Support Center Coordinators with 10 years of full time teaching or service at the College as provided above in 3.9 b and c.
  - d. Non Unit employees of Westchester Community College with twenty (20) or more semesters as provided above in 3.9 b and c.
  - e. Senior adjunct faculty with twenty (20) semesters of adjunct service. Priority will be established on the basis of the number of adjunct semesters taught at the College.
  - f. Untenured full-time faculty of the department that houses the discipline.
  - g.
    - i. Those courses (in a particular division) left over after individuals in a-f have selected the full number of overloads to which they are entitled, will constitute a divisional course pool.
    - ii. Faculty on any priority list may submit their credentials to the appropriate Departmental Committee and receive a determination as to which course or courses they are qualified to teach. Once that determination is made, they are eligible to

select those courses from the divisional pool in accordance with paragraph iii. below.

iii. Those eligible to teach may select courses on the basis of seniority.

2. The assignment of corporate education courses shall follow the priority list set forth in 3.9.f.1.
  - a. Under special circumstances, after consultation with the Union, the administration may assign corporate education courses outside the pro-visions of 3.9 f.1, but in no way will those individuals who have prior rank on the list have their ability to earn an equivalent amount of money be diminished by this assignment adjustment.
  - b. The total number of adjunct courses, credit and non-credit, for Spring and Fall shall not exceed twenty (20) contact hours or contact hour equivalents per year.
3. Those adjunct faculty who choose not to teach at all for three consecutive semesters (including summer) will be removed from the priority list.
4. In special cases, after consultation with the Union, the College may employ renowned authorities, on an adjunct basis, in a non credit area, up to a maximum of the credit scale.
- g. Curriculum Chairpersons have the option of taking either their three hours of released time as release time or taking the cash equivalent for curriculum duties. (All other individuals with released time for administrative duties must take this compensation as released time.)

For those curriculum chairpersons who hold dual appointments, and the College is not penalized in a faculty-student formula, will continue that release time as long as allowable under the State formula.

### 3.10 Faculty Senate:

A self-governing senate, representative of the entire faculty, shall be the faculty body concerned with consultation with the administration and the expression of faculty opinion and recommendation on professional appointments, re-appointments, promotions, tenure, and sabbaticals, requests for service beyond normal retirement age and such other professional matters as educational policy, curriculum, student activities, and scholastic standards. This envisages the development of



faculty opinion on all levels including the departmental. The President, upon request, shall present to the Board of Trustees any written communication from the Union and Senate.

### 3.11 Staff Vacancies:

The faculty shall be extended an opportunity to apply for vacancies within the professional staff of the College except where emergency appointment is required. Such vacancies shall be publicized through internal channels of communications within the College. Vacancies shall be publicized to key recruiting sources of minority and women applicants.

### 3.12 Personnel Records:

- a. The College shall maintain one (1) personnel file for each employee.
- b. The file shall include but not be limited to the following:
  1. Personal information.
  2. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file on his/her request.
  3. Records generated by the College.
  4. All observation reports and evaluations of the employee's academic and professional performance.
  5. Memoranda of discussions between the employee and his Department Chairperson relating to evaluations of the employee's professional performance. Performance memoranda shall be included only when it has been reviewed by the appropriate Associate Dean.
  6. Pre-employment materials requested by the College or supplied by the employee in connection with the employee's original employment. On notification of appointment to a tenured position (in accordance with paragraph 3.8), the employee may request and obtain the removal of personal letters of reference (not transcripts).

No derogatory material shall be placed in an employee's file until the employee has been given the opportunity to read the contents and attach any comments or supplementary material he/she may so desire. Each such document shall be initialed by the employee before being placed in his/her file as evidence that it has been read by him/her. This initialing shall not be

deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read same, a statement to that effect shall be affixed to the document. The College shall endeavor to insert promotional file materials (including reappointment and tenure materials) into employee's files within sixty (60) days of receipt from the appropriate faculty board, but in no event later than one hundred and fifty (150) days.

The file shall be available for examination by the employee at his/her request in the College Personnel office during business hours on a reasonable notice. S/he may be accompanied by an advisor of his/her own choice, and request copies on payment of a reasonable reproduction charge.

c. Civil Service materials shall be filed in the County Personnel office.

d. No other file shall be maintained.

### 3.13 Academic Freedom:

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research.

In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; s/he may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. In his/her role as citizen, the faculty member has the same freedom as other citizens. However, in his/her extramural utterances s/he has the obligation to indicate that s/he is not an institutional spokesman.

### 3.14 Formal Action:

An employee shall at all times on request be entitled to have present a representative of the Union designated in accordance with this Agreement when s/he is being formally reprimanded for the record following an investigation. This does not include normal progress, performance and evaluation interviews or observations. All formal reprimands for an alleged infraction shall be made with due regard for individual privacy. When a request for representation is made, no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity for such representative to be present.

## SECTION FOUR - HOURS AND WORKING CONDITIONS

## 4.1 General:

No departure from the norms below shall be made without prior written notification to and consultation with the Union. In the event of any disagreement as to the need and desirability of such deviation, the matter may be processed through the grievance procedure.

## 4.2 College Calendar:

- a. The President or his/her designee shall consult with the Union and such other persons as s/he may select concerning the academic calendar of Westchester Community College prior to recommending any proposed calendar to the Board of Trustees.
- b. Any changes in the calendar agreed upon shall be discussed with all parties involved in the original decision.
- c. The faculty shall be required to be on campus to meet their obligations as indicated by the academic calendar.
- d. With respect to the "mini-semester" in January of each year, the obligations of faculty members shall be the same as currently existing in the month of June following Commencement Day. Thus, faculty members are responsible for completion of all fall semester obligations during the "mini-semester" if such additional time is needed just as they are for Spring semester obligations in June.

## 4.3 Workload:

- a. Contact Hours: The College affirms its intent that for each academic year, staff planning shall continue to be based on an overall norm of fifteen (15) contact hours per week. It further recognizes the special needs of English Composition and language classes for more desirable norms.
- b. Class Size: The overall norm used in planning class sizes shall be thirty three (33) excluding developmental courses, English Composition, Communication Skills and Elementary Language courses, with corresponding adjustment in the norms for planning of English Composition and language classes to the extent that staffing and space requirements permit. Class size norm for developmental courses shall be twenty two (22). Class

size norm for English Composition courses, Communication Skills courses, and Elementary Language courses shall be twenty seven and one-half (27.5) .

- c. It is mutually recognized that adjustment in the foregoing overall norms may be required by unanticipated student enrollments or faculty resignations.
- d. The number of students in laboratories is intended to be governed by norms taking into account space, safety, and educational quality.
- e. No class will exceed the norm by more than one-third unless the Department Chairperson has first been consulted, with the final decision in the discretion of the College Administration.
- f. Office Hours: Office hours should be used by faculty to meet with each student in order to increase communication between faculty and students to foster academic excellence, to encourage student achievement and to assist in student retention. The faculty will post a minimum of five office hours per week (eight for English Department members with four-course load). These hours are to be posted, announced in class, and filed with the appropriate division office. Office hours should not be regularly scheduled during common hours.
- g. Each full-time faculty member will be assigned a group of students (not to exceed 15 at any time) who have completed 31 credits (full time) or, if part-time, 42 credits. Faculty will meet with their students during regular office hours for academic advisement only. Faculty preference will be considered in making the assignments and an effort will be made to match students and faculty areas of interest. Each spring the faculty member will be required to file a list of students who took advantage of the opportunity for advisement in that academic year.
- h. All teaching faculty, full-time and part-time, will be evaluated by students each semester solely for the purpose of improving instruction. Full time faculty will be evaluated in at least two (2) sections per year (one selected by the faculty member, one selected by the department). The faculty member may elect to be evaluated in more sections. The evaluation will be conducted in class by a third party and processed. The evaluation form will be provided by the administration with the approval of the faculty senate with space for additional questions supplied by the departmental committee and/or the faculty member. If a department wishes to substitute a form of its own, it may do so with the approval of the

administration. An envelope with the analysis and all comment sheets will be sent directly to the Dean of the Division. S/he will review the results and discuss them with the faculty member.

Senior adjuncts will follow the procedures for full-time faculty.

Part-time faculty (not including full time faculty teaching overload in Spring and Fall) will be evaluated each semester in each course. The results of these evaluations will be sent to the department chairperson who, with a subcommittee of the Departmental Committee, will review the content with the adjunct.

Full-time and Senior adjunct

These evaluations per se are exempt for use by the administration in any disciplinary processes. Evaluations are intended to be used solely for the improvement of academic performance and may not be referred to in any other context. An individual faculty member may choose, however, to include any of the evaluations in his/her promotional folder. After all the above mentioned meetings have been held, all student evaluation materials become the sole property of the individual faculty member.

#### 4.4 Teaching Staff Schedules:

- a. All classes assigned between 11:00 p.m. and 8:00 a.m. on weekdays or at any time on Saturday or Sunday shall not be part of the norm of fifteen (15) contact hours per week provided for in Section 4.3 a. above.
- b. Full-time faculty members assigned classes, as part of the norm of fifteen (15) contact hours provided for in Section 4.3 a. above, before 9:00 a.m. or after 5:00 p.m. will have only four days of classes (as opposed to other duties) per week and a maximum class time spread of 7-1/2 hours per day. In the event that it is not feasible for such faculty members to receive four (4) day class schedules during the semester in which they are assigned such classes, they will receive a four (4) day class schedules (in a semester in which he/she has no classes before 9:00 a.m. or after 5:00 p.m.) as soon as it is feasible but in no event beyond the first three Fall and Spring semesters following the semester in which they were assigned said classes. In the event that a faculty member is assigned classes before 9:00 a.m. or after 5:00 p.m. in a following semester, but prior to having received a "compensating" semester owed him/her, if he/she receives a four (4) day class schedule in such

following semester, such receipt is to be deemed "compensation" for the semester then being taught rather than for a prior semester for which he/she has not yet received a "compensating" semester. It is understood that an employee may forego his/her entitlement to a four (4) day class schedule upon agreement between the parties.

- c. Class assignments, as part of the norm of fifteen (15) contact hours per week provided for in Section 4.3 a. above, between 5:00 p.m. and 9:00 a.m. shall be effected, first, upon a voluntary basis following one week notice to the Union and, second, upon an (involuntary) assignment basis, except that it is agreed the College shall rotate such involuntary assignments among all qualified faculty members available in the Department concerned.
- d. If a faculty member's class load under Section 4.3 a. above is unfilled between 8:00 a.m. and 6:00 p.m., a professional project mutually agreed to by the College and the faculty member can be undertaken;

OR,

the load will be filled, where feasible under scheduling requirements, by rearranging day courses within the department concerned from out of "day overloads" or day part-timers even if such rescheduling involves several faculty members;

OR,

the individual may teach between 6:00 p.m. and 11:00p.m. for

- 1. Swing-shift student classes,
- 2. Precipitate returns to teaching by non-unit employees,
- 3. Needs of shrinking curricula, and
- 4. Other similar reasons: provided that if the Union feels that the assignment of a faculty member between 6:00 p.m. and 11:00 p.m. does not fall into one or more of the above delineated exceptions, the matter shall be submitted to arbitration pursuant to Section 7.4 below. Should the arbitration award be in favor of the Union, the employee affected by the decision shall be compensated at normal overload rate for the hours taught between 6:00 p.m. and 11:00 p.m.

Notwithstanding the above provisions, requests from individual faculty members for "split-load" assignments may continue to be granted by the College.

- e. In preparing schedules, the department chair, after taking into account the legitimate needs of the College, will make

every effort to meet faculty requests. In doing so, when other factors are equal, preference will be determined by seniority. If it is not possible to meet this request, an explanation will be provided by the Administration.

#### 4.5 Non-Teaching Staff Schedules:

- a. Librarian: Librarians will have a workweek of 35 hours for the 41 weeks of the year. In return for this reduction from 40 hours to 35 hours per week (a reduction of 205 hours a year), the librarians will receive an additional 105 hours to be assigned at the discretion of the administration in keeping with these guidelines.
  1. Hours may be assigned on a contiguous basis, i.e., an extension of the normal workday, Monday through Friday, 9-5 p.m., to provide evening coverage. These hours would be documented and subtracted from the 105-hour pool.
  2. When assignments are made in the form of extra days (105 hours = 15 seven-hour-days), the following guidelines will apply:
    - a. The assignment will be made in the same manner in which assignments and vacation selection have traditionally been made, with reference to peak demand periods in the College calendar.
    - b. Assignments made on a normal workday (Monday, Tuesday, Wednesday, Thursday, or Friday) would be for a full day (7 hours) at a time. These weekday assignments will not exceed 5 per librarian per annum.
    - c. Assignments made on a weekend would be for a four hour period which will count as 7 hours in calculations against the 105 hour total. These weekend assignments would not exceed 4 per librarian per annum.
  3. Hours also may be assigned in the form of special projects or faculty development programs at the discretion of the Administration.
  4. All individuals (librarians) would be treated as equitably as possible in terms of assignment, taking into account different strengths of individuals.

This arrangement will be reviewed after one (1) year by a joint committee of the Administration and Union appointed by the President of the College and the Union.

All parties understand that there will be no diminution of the quality or level of service as a result of the reduction in hours per year; in fact, it is recognized by all parties that the quality of service should be enhanced.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitrary or capricious manner.

- b. Counselor: The Counselor's work year shall consist of two hundred and five (205) workdays or two hundred and ten (210) workdays, if the Counselor is in the first (1) year of employment, subject to Sections 6.2, 6.4 and 6.5 below. Each workweek shall consist of forty (40) hours, Monday through Friday. No workday, as part of the regular schedule, shall begin earlier than 8:00 a.m. nor end later than 11:00 p.m. , except for Fridays when the workday shall end no later than 5:00 p.m. Workdays may, at the discretion of the administration, be varied in length provided no split shifts are established. However, no workday shall be longer, as part of the regular schedule, than nine (9) continuous hours including meal period. There shall be a fair and equitable distribution of work hours among Counselors.

Hours worked in a workweek above forty (40) shall be assigned on a voluntary basis. Compensation for such work shall be in the form of supplementary time off on an hour for hour basis.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitrary or capricious manner.

- c. Academic Support Center Coordinator: Academic Support Center Coordinators will have a workweek of 35 hours for the 41 weeks of the year. In return for this reduction from 40 hours to 35 hours per week (a reduction of 205 hours per year), Academic Support Center Coordinators will receive an additional 105 hours to be assigned at the discretion of the administration in keeping with these guidelines.
  - 1. Hours may be assigned on a contiguous basis, i.e., an extension of the normal workday, Monday through Friday, 9-5 p.m., to provide evening coverage. These hours would be documented and subtracted from the 105-hour pool.
  - 2. When assignments are made in the form of extra days (105 hours = 15 seven-hour-days), the following guidelines will apply:



- a. The assignment will be made in the same manner in which assignments and vacation selection have traditionally been made, with reference to peak demand periods in the College calendar.
  - b. Assignments made on a normal workday (Monday, Tuesday, Wednesday, Thursday, or Friday) would be for a full day (7 hours) at a time. These weekday assignments will not exceed 5 per Academic Support Center Coordinator per annum.
  - c. Assignments made on a weekend would be for a four hour period which will count as 7 hours in calculations against the 105 hour total. These weekend assignments would not exceed 4 per Academic Support Center Coordinator per annum.
3. Hours also may be assigned in the form of special projects or faculty development programs at the discretion of the Administration.
  4. All individuals (Academic Support Center Coordinators) would be treated as equitably as possible in terms of assignment, taking into account different strengths of individuals.

This arrangement will be reviewed after one (1) year by a joint committee of the Administration and Union appointed by the President of the College and the Union.

All parties understand that there will be no diminution of the quality or level of service as a result of the reduction in hours per year; in fact, it is recognized by all parties that the quality of service should be enhanced.

At the discretion of the administration, authorized leave with pay may be disjoined. Such disjoining will not be done in an arbitrary or capricious manner.

- d. Coordinator of Student Health Services: The work year for the Coordinator of Student Health Services is 12 months of 35-hour workweeks with 5 weeks annual leave, plus 8 contract holidays, 4 workdays between December 25<sup>th</sup> and January 1st, 5 personal days and 12 sick days (1 per month). Six months of employment shall occur before accrual of vacation begins.
- e. Faculty members do not have to be on campus when classes are cancelled by the College due to any emergency. However, emergency class cancellations confined to a

particular building (s) or locale shall only apply to employees so affected by that emergency.

## SECTION FIVE - COMPENSATION

### 5.1 Salary Schedule - Full Time Employees

#### Schedule A

Effective September 1, 2001

Instructor:

43,165    45,140    47,115    49,090    51,065

Assistant Professor and Coordinator of Student Health Services:

49,785    53,880    57,990    62,115    66,260    70,340    72,385

Associate Professor:

57,010    61,310    65,650    69,950    74,255    78,575    79,820

Professor:

63,965    69,215    74,530    79,820    85,115    90,390    91,235

Academic Support Center Coordinator:

|     |        |        |        |        |        |        |         |
|-----|--------|--------|--------|--------|--------|--------|---------|
| I   | 37,325 | 39,280 | 41,230 | 43,180 | 45,110 |        |         |
| II  | 47,965 | 51,905 | 55,825 | 59,730 | 63,665 | 67,605 | MA      |
| III | 54,945 | 59,065 | 63,185 | 67,270 | 71,360 | 76,705 | 180     |
|     |        |        |        |        |        |        | credits |
| IV  | 61,640 | 66,675 | 71,740 | 76,750 | 81,785 | 86,860 | 200     |
|     |        |        |        |        |        |        | credits |

Longevity

Employees having completed 14 years of service at the College shall receive a longevity payment of \$2,545 per annum.

Career Development Compensation

Members of the faculty with at least ten (10) years of service at the highest level of the Assistant/Associate Professor rank or Academic Support Center Coordinator II or III shall be compensated in accordance with the following schedule:

| Year Of Eligibility | Assistant Professor | Associate Professor | Coordinator II | Coordinator III |
|---------------------|---------------------|---------------------|----------------|-----------------|
| First               | \$2,265             | \$1,715             | \$1,750        | \$1,315         |
| Second              | \$2,265             | \$1,715             | \$1,750        | \$1,315         |
| Third               | \$3,290             | \$2,195             | \$2,900        | \$1,810         |

## Schedule B

Effective September 1, 2002

Instructor:

44,890    46,945    49,000    51,055    53,110

Assistant Professor and Coordinator of Student Health Services:

51,775    56,035    60,310    64,600    68,910    73,155    75,280

Associate Professor:

59,290    63,760    68,275    72,750    77,225    81,720    83,015

Professor:

66,525    71,985    77,510    83,015    88,520    94,005    94,885

Academic Support Center Coordinator:

|     |        |        |        |        |        |        |         |
|-----|--------|--------|--------|--------|--------|--------|---------|
| I   | 38,820 | 40,850 | 42,880 | 44,905 | 46,915 |        |         |
| II  | 49,885 | 53,980 | 58,060 | 62,120 | 66,210 | 70,310 | MA      |
| III | 57,145 | 61,430 | 65,710 | 69,960 | 74,215 | 79,775 | 180     |
|     |        |        |        |        |        |        | credits |
| IV  | 64,105 | 69,340 | 74,610 | 79,820 | 85,055 | 90,335 | 200     |
|     |        |        |        |        |        |        | credits |

Longevity

Employees having completed 14 years of service at the College shall receive a longevity payment of \$2,645 per annum.

Career Development Compensation

Members of the faculty with at least ten (10) years of service at the highest level of the Assistant/Associate Professor rank or Academic Support Center Coordinator II or III shall be compensated in accordance with the following schedule:

| Year Of<br>Eligibility | Assistant<br>Professor | Associate<br>Professor | Coordinator<br>II | Coordinator<br>III |
|------------------------|------------------------|------------------------|-------------------|--------------------|
| First                  | \$2,355                | \$1,785                | \$1,820           | \$1,370            |
| Second                 | \$2,355                | \$1,785                | \$1,820           | \$1,370            |
| Third                  | \$3,420                | \$2,285                | \$3,015           | \$1,880            |

## Schedule C

Effective September 1, 2003

Instructor:

46,685    48,825    50,960    53,095    55,235

Assistant Professor and Coordinator of Student Health Services:

53,845    58,275    62,720    67,185    71,665    76,080    78,290

Associate Professor:

61,660    66,310    71,005    75,660    80,315    84,990    86,335

Professor:

69,185    74,865    80,610    86,335    92,060    97,765    98,680

Academic Support Center Coordinator:

|     |        |        |        |        |        |        |         |
|-----|--------|--------|--------|--------|--------|--------|---------|
| I   | 40,375 | 42,485 | 44,595 | 46,700 | 48,790 |        |         |
| II  | 51,880 | 56,140 | 60,380 | 64,605 | 68,860 | 73,120 | MA      |
| III | 59,430 | 63,885 | 68,340 | 72,760 | 77,185 | 82,965 | 180     |
|     |        |        |        |        |        |        | credits |
| IV  | 66,670 | 72,115 | 77,595 | 83,015 | 88,455 | 93,950 | 200     |
|     |        |        |        |        |        |        | credits |

Longevity

Employees having completed 14 years of service at the College shall receive a longevity payment of \$2,750 per annum.

Career Development Compensation

Members of the faculty with at least ten (10) years of service at the highest level of the Assistant/Associate Professor rank or Academic Support Center Coordinator II or III shall be compensated in accordance with the following schedule:

| Year Of<br>Eligibility | Assistant<br>Professor | Associate<br>Professor | Coordinator<br>II | Coordinator<br>III |
|------------------------|------------------------|------------------------|-------------------|--------------------|
| First                  | \$2,450                | \$1,855                | \$1,895           | \$1,425            |
| Second                 | \$2,450                | \$1,855                | \$1,895           | \$1,425            |
| Third                  | \$3,555                | \$2,375                | \$3,135           | \$1,955            |

## 5.2 Salary Schedule - Part Time Employee

## a. Part-Time Rates:

Effective September 1, 2001

Semester (s)

|         |                     |         |
|---------|---------------------|---------|
| 1 - 12  | Adjunct Faculty     | \$54.10 |
| 13 - 20 | Adjunct Faculty     | 58.75   |
| 21 +    | Sr. Adjunct Faculty | 64.20   |

Clinical hours: Effective September 1, 2002, all hours will be paid at 80% of appropriate adjunct rate.

Effective September 1, 2002

Semester (s)

|         |                     |         |
|---------|---------------------|---------|
| 1 - 12  | Adjunct Faculty     | \$56.25 |
| 13 - 20 | Adjunct Faculty     | 61.10   |
| 21 +    | Sr. Adjunct Faculty | 66.75   |

Effective September 1, 2003

Semester (s)

|         |                     |         |
|---------|---------------------|---------|
| 1 - 12  | Adjunct Faculty     | \$59.05 |
| 13 - 20 | Adjunct Faculty     | 64.15   |
| 21 +    | Sr. Adjunct Faculty | 70.10   |

Note: Remedial non-credit courses offered by Academic Departments will be compensated according to the rates specified in this section.

## b. Part-time Librarian, Counselors, and Academic Support Center Coordinators Rates:

Effective 9/1/01

|   |                |
|---|----------------|
| Semesters Worked<br>on Part-Time<br>Basis | Per Hour Basis |
|---|----------------|

|       |         |
|-------|---------|
| 1 - 2 | \$29.65 |
| 3 - 6 | 34.60   |
| 7+    | 38.20   |

Effective 9/1/02

| Semesters Worked<br>on Part-Time<br>Basis | Per Hour Basis |
|---|----------------|
| 1 - 2                                     | \$30.85        |
| 3 - 6                                     | 36.00          |
| 7+  | 39.75          |

Effective 9/1/03

| Semesters Worked<br>on Part-Time<br>Basis | Per Hour Basis |
|---|----------------|
| 1 - 2                                     | \$32.40        |
| 3 - 6                                     | 37.80          |
| 7+  | 41.75          |

- c. The rate per contact hour for full-time faculty who are also employed as part-time faculty members shall be either (a) the hourly rate stipulated in the above schedule closest to their annual salary divided by one thousand, or (b) the above rate applicable to their number of years of teaching experience as part-time faculty members, whichever is higher.
- d. Classes assigned to all part-time faculty members which are cancelled by the College (including weather days) will be made up and if not made up payment will be made.
- e. Directed attendance at registration by all part-time faculty members will be paid on the above basis.
- f. Hourly rate for Counselors/Librarians/Academic Support Center Coordinator - In the event full time Counselors or Librarians are required to work hours beyond those regularly scheduled, they shall be compensated at their hourly rate of pay; i.e., their salary divided by 1535 hours. This shall not be construed as permitting Counselors to be paid for compensatory time accrued.

### 5.3 Non-Credit Course Rate:

All non-credit courses shall be compensated at the following per contact hour rate:

Effective 9/1/01  
\$36.40

Effective 9/1/02  
\$37.85

Effective 9/1/03  
\$39.75

Remedial noncredit courses offered by academic departments will be compensated at the credit rates specified in Section 5.2. Non-credit courses offered through the Professional Development Center and adhering to the standards of preparation and evaluation inherent in credit courses will be compensated at the credit rate.

#### 5.4 Mileage Allowance:

Effective upon approval of this agreement by the Board of Legislators, the authorized mileage reimbursement shall be equal to the I.R.S. rate.

### SECTION SIX - EMPLOYEE BENEFITS

#### 6.1 Insurance:

- a. The health insurance program shall be the same level of benefits provided by the health insurance plan (New York State Empire Plan) provided as of December 31, 1990.
- b. The County will continue to pay 100% of the cost of benefits for employees and their dependents, including domestic partner.

For those employees who are presently in the H.M.O. Plan, the County agrees to continue to pay the H.M.O. a premium equal to the statewide rate in effect for that month, rather than the premium rate of the new insurance policy.

- c. Welfare Fund - The County shall provide dental and optical benefits identical to those given managerial employees.

#### 6.2 Sick Leave:

- a. Full-time faculty: (County Rule 9 and 15 appended), the present paid sick leave program shall be continued for the life of this Agreement without change.
- b. Adjunct Faculty and full-time faculty teaching overload in certain courses are permitted to miss one (1) class session in each course due to illness without diminution of pay provided that the class work which would have been accomplished in the missed session is made up according to a plan submitted to and approved by the Department Chairperson at no additional cost to the College.

### 6.3 Sick Leave Bank:

An emergency Sick Leave Bank has been established to provide against the economic effects of a long term illness.

All full and half-time faculty members in good standing with the bargaining unit and who contribute, shall be eligible to use the Sick Leave Bank after one year and one month of continuous service, provided they have exhausted all of their accumulated sick time.

Contributions must be made by October of each academic year on forms provided by the W.C.C.F.T. (No contributions may be withdrawn).

A Sick Leave Bank (Bank) consisting of three members (Bank Trustees) of the bargaining unit shall be elected by the Union Membership at large to administer the Bank for a three year term. This election will take place at the same time as the regular election of union officers.

If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the Union will automatically assess Sick Leave Members an additional contribution of one (1) day per member.

**Eligibility:** A member who is suffering from a prolonged or disabling illness, or mental incapacitation and not eligible for Worker's Compensation is eligible to apply to the Sick Leave Bank.

In applying for Sick Bank benefits, the applicant shall provide to the Bank Trustees, any documentation deemed necessary with regard to the nature and duration of the disabling condition.

The aforementioned Bank Trustees shall administer the Bank and act on each application submitted to it within ten (10) business days. In the event that a member's recovery shall require more than forty (40) working days, the Bank Trustees shall meet to determine renewal of the application.

The maximum number of days the Bank Trustees may allocate for any one illness shall be two hundred (200) days. Exceptions may be made by the Bank Trustees.

In making its determinations, the Bank Trustees shall have the right to consult with independent medical practitioners.

### 6.4 Sick Leave Buyout:

Retroactive to January 1, 1992, any employee who is eligible for retirement and retires from either the New York State



Retirement System or from TIAA/CREF and who has at least fifty (50) sick leave days on the books at the time of retirement, shall receive the following: a full day's pay for one-half (1/2) of the accumulated amount of days. In no event shall an employee receive more than one hundred and twenty-five (125) days of pay. The rate of pay shall be the current rate of pay for each employee.

For purposes of this provision, retirement shall mean the receipt of a retirement benefit from the New York State Retirement System or from TIAA/CREF.

6.5 Maternity Leave:

The maternity benefits presently provided by the County shall be continued as long as they are in compliance with applicable laws, rules and regulations.

6.6 Personal Leave:

(County Rule 11 and 15 appended) The present program for personal leave with pay and leave of absence without pay shall be continued for the life of this Agreement without change, except that unused paid personal leave time may be added to vacation time in the current year with the recommendation of the President and the approval of the County Personnel Officer.

6.7 Librarians, Counselors and ASC Coordinators Holidays:

The following days shall be considered holidays with pay:

|                  |                  |
|------------------|------------------|
| New Years Day    | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

Effective August 31, 1995 counselors, librarians, academic support center coordinators and coordinator of student health services will have Martin Luther King Day and the Friday after Thanksgiving added to their list of holidays.

6.8 Military Leave:

An employee who is required to render ordered military duty shall be granted a leave of absence as authorized by State Law.

6.9 Education Leave:

(County Rule 13 appended) The present program for education leave shall be continued for the life of this Agreement without change.

#### 6.10 Court Appearances:

An employee required to serve as a juror or to appear in court pursuant to subpoena or court order, except when the personal interests of the employee are involved, shall be granted a leave with pay for such required attendance provided that any fees received for such attendance shall be paid to the County.

#### 6.11 Sabbatical Leaves:

If, at his discretion, the President determines to grant sabbatical leaves the following shall apply:

##### Sabbatical Procedure and Criteria

- a. The President shall notify in writing the Associate Deans and Departmental Chairpersons as to the number of sabbaticals to be granted the following year.
- b. A faculty member may be granted a leave of absence at the discretion of the President after consideration of recommendations of the faculty when he/she finds that (1) program of professional development for which the leave is granted has sufficient direct value to the College programs to warrant the expenditure of Public funds, and (2) the College will not be handicapped by the resulting absence.
- c. Applications for leave are to be made in writing within sixty (60) days of the written notification, and include in specific detail for consideration by the President:
  1. The projected program of professional development to be undertaken if leave is granted;
  2. The reasons why the projected program cannot be put into effect without a grant of leave;
  3. The factors in the applicant's background and experience which indicate the applicant's special aptitude for the projected program and justify a presumption that the program will be successful;
  4. An outline of the intended contents of the report which the applicant will submit at the time of return;
  5. An individual who takes a half-year sabbatical shall be required to provide an additional year of service upon his/her return.

- d. The President shall approve full year leaves (for the equivalent in semesters) in accordance with the number specified in 6.11 a. above subject to the foregoing criteria. The President shall notify in writing to the Associate Deans and Departmental Chairpersons the names of the employees and the length of sabbatical awarded. Such written notification shall be made within sixty (60) days after the application closing date specified in Section 6.11 c. above.
- e. If a faculty member or the union grieves any sabbatical leave award such grievance may be filed at Step 2. If such grievance concludes in arbitration, the parties agree to invoke the American Arbitration Association's expedited arbitration rules. The arbitrator shall determine the remedy of any sabbatical grievances.
- f. During such leave, faculty members will continue to receive salary as follows:
- | Full-time service since<br>initial appointment or<br>prior sabbatical leave | Length of Leave                   | Salary on<br>Leave |
|---|-----------------------------------|--------------------|
| 6 years   | 1 full academic year              | half pay           |
| 6 years   | 1/2 academic year<br>(1 semester) | full pay           |
| 12 years  | full academic year                | 3/4 pay            |
- g. A faculty member granted such leave will receive the normal increment of the salary schedule.

#### 6.12 Tuition Waivers

Effective the Spring Semester of 1989, members of the bargaining unit and their immediate families shall receive "tuition waivers" for courses taken at the College. Those waivers shall not include any fees or other costs except for tuition. There shall be no tuition waivers for adjuncts with the exception of Senior Adjuncts with twenty (20) or more semesters of teaching credit. A Senior Adjunct shall qualify for eight (8) credits of tuition waiver per semester.

#### 6.13 Direct Deposit

The members of the Unit shall be entitled to direct deposit of payroll.

#### 6.14 Professional Development Fund

A professional development fund, administered by faculty members shall be established. Effective September 1, 2001 a sum

of \$25,000 shall be set aside for the fund for each year of the Agreement. This shall apply to conferences, courses, etc.

#### 6.15 Bereavement Leave;

A bereavement allowance of three days shall be given to an Employee in the event of death of a member of the Employee's immediate family. Immediate family shall be defined as mother, father, step-mother, step-father, spouse, domestic partner, children, mothers-in-law, fathers-in-law, grandparents, grandchildren, brothers and sisters, and spouse's or domestic partner's immediate family. Any accumulated annual and personal leave may be used in conjunction with bereavement leave.

### SECTION SEVEN - GRIEVANCE PROCEDURE

#### 7.1 Employee Protection:

Nothing contained in this Agreement shall be construed to deny any faculty member his/her rights under Section 15 of the New York Civil Rights Law or under applicable Civil Service Rules and Regulations.

#### 7.2 Statement of Intent:

- a. Every faculty member shall have the right to present his/her grievances to the College free from interference, coercion, restraint, discrimination or reprisal on the part of the College administration, and shall have the right to be represented in all stages thereof. The grievant may choose an individual or the Union to represent him/her. In case an individual representative is chosen, the Union shall be informed in writing at each stage of the grievance procedure, and shall have the right to be present, and the adjustment of the grievance shall not be inconsistent with the terms of this Agreement.

Employees shall be entitled to union representation at tri-partite committee hearings and meetings with administrators where there is likelihood of discipline being imposed on the employee.

- b. The disposition of any grievance shall not be deemed to change or modify the terms and conditions of the Agreement, unless the Union and the County shall otherwise agree in writing.
- c. It shall be a fundamental responsibility of administrators having supervisory functions at all levels to carry out the purposes of these provisions commensurate with the authority delegated to them. Failure of an administrator to communicate his/her decision to the employees and the

Union within the proper time limits shall permit the grievant to proceed to the next step of the grievance procedure.

- d. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all interested parties to attend. When such hearings and conferences are held during class or working hours all employees whose presence is required by the hearing officer shall be excused for that purpose without loss of pay.
- e. All of the procedures at any step of the grievance procedure shall be in strict conformity with all the principles of due process of law, and all parties shall have a fair and full opportunity to present any and all relevant information, evidence and testimony and shall be entitled to a full and fair hearing. Due process and a fair and full hearing shall include the right to cross examination of witnesses, and the written notification of the final disposition of the grievance.

### 7.3 Grievance Defined:

- a. "Grievance" shall mean any claimed violation, misrepresentation or inequitable application of this contract, or of the existing laws, rules, procedures, regulations, administrative orders or work rules of the County or the College which relate to wages, hours, or working conditions; provided, however, that such terms shall not include any matter involving the renegotiations of salary schedule (prior to the opening of contract negotiations), retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable under section 6206 of the State of New York Education Law.
- b. Grievances shall be filed in writing with sufficient specificity so as to provide the hearing officer with proper and adequate information to determine: alleged violation, dates of alleged violation, clauses allegedly violated, department(s) involved, supervisory person (s) involved, remedy sought and any other information necessary or appropriate as determined by the grievant, in order to assist the person receiving the grievance to make a fair and objective determination.
- c. A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Union.
- d. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of

the College or the County to take action complained of, subject, however to the final decision of the grievance.

#### 7.4 Grievance Procedure:

##### a. Informal Effort:

Before invoking formal procedures which designate defined steps, written records, and written decisions, the aggrieved party and his/her representative shall attempt to meet with the grievant's immediate supervisor to resolve the grievance orally and privately.

##### b. Formal Steps

No grievance shall be filed later than sixty (60) days after the grievant could have reasonably known of the event constituting the alleged violation.

#### Step 1

Individual Grievance: Any grievance under this Agreement shall be processed in the first instance by the faculty member involved, and his Union representative, if requested by the faculty member, with his immediate supervisor. A grievance submitted in writing per Section 7.3 b shall be answered in writing within one (1) week from the time the grievance was received by such superior.

#### Step 2

1. In the event that the grievance is not adjusted under Step I, the faculty member or the Union at the employee's request may within thirty (30) calendar days from the date of the written answer take up such grievance with the President, his/her designee, or the College Grievance Board at the discretion of the College administration, who will schedule an informal hearing, when requested, within two (2) weeks thereafter.
2. The President or his/her designee, after a formal hearing when requested, at which the faculty member and his/her representative may appear and present oral and written statements or arguments, shall answer in writing within two (2) weeks of receipt of the grievance, or two (2) weeks after the hearing, if later.
3. Union-College or College-Union grievances filed under this Agreement may be entered at Step 2 in writing per 7.3b above.
4. The President or his/her designee, or the Union, as the case may be, shall answer second step College-Union or Union-College grievances in writing within one (1) week of receipt, or one (1) week after the hearing, if later.

#### Step 3

1. A grievance which is not adjusted under Step 2, may, at the request of the College or the Union within one week of the Step 2 answer, be promptly submitted to arbitration under The Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The County and the Union shall bear equally the arbitrator's fees, if any, and other expenses, exclusive of attorney's fees incidental to the proceedings. In cases affecting the suspension or dismissal of a tenured faculty member, the County shall bear all costs exclusive of attorney's fees.
3. The report of the Arbitrator shall contain a statement of the findings of fact, conclusion and recommendations, and awards, which shall be binding on all parties to the proceeding. Except as provided by Section 1.5 and 1.6 of this Agreement, a grievance dispute arising under any terms of this Agreement involving the County or College policy or discretion may be submitted to such arbitration only on the question whether such policy was disregarded or was applied in such discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion. The arbitrator shall send a copy of the report to each employee involved, the Union, the President and the County.

#### SECTION EIGHT - DRUG POLICY

It is agreed that there shall be no drug testing or testing regarding any substance abuse of any member of the bargaining unit which does not strictly conform to the Constitutional rights of an employee/individual as guaranteed by the United States and State constitutions or by State statute or laws.

The existence of this language in the contract shall not in any way diminish or be deemed a waiver of any rights and remedies of any individual in the bargaining unit.

Any plan implemented by the County shall not be subject to any labor relations challenge via the grievance procedure or to the Public Employment Relations Board.

#### SECTION NINE - S.U.N.Y. - EDUCATIONAL OPPORTUNITY CENTER

##### 9.1 General

- a. Faculty members employed at S.U.N.Y. - E.O.C. currently located at 26 South Broadway, Yonkers, New York shall be covered by this agreement except as provided in Section 9.2 below.
- b. For the purpose of contract interpretation, E.O.C. shall be treated as separate and distinct from Westchester Community College and shall not be treated as a department of the College. Furthermore, when reading the agreement the initials "EOC" should be substituted

wherever the word "College" appears except as provided in Section 9.2 below.

## 9.2 EOC Exceptions

- a. Section 2.5 a - Union Administration Time: Amounts of time specified in Section 2.5 a may be shared with E.O.C. authorized representatives. In no event will the Union exceed the total amounts of time specified.
- b. Section 2.7 Meetings: The first activity period at the Education Opportunity Center in each month shall be reserved for Union meetings without any conflicting meetings or responsibilities.
- c. Section 4.2 d - College Calendar: The E.O.C. Calendar may be based upon either a trimester system as in the year 1976 - 1977 or the calendar in use at the Community College. The choice of calendars for use at E.O.C. shall be at the discretion of the College subject to Section 4.2 a and b of the Agreement.
- d. Section 5.3 - Non-Credit Course: Does not apply to E.O.C. Employees.
- e. Section 7.4 - Grievance Procedure: Referring to Section 7, the title "Director - E.O.C." shall be substituted for the words "immediate supervisor" found in Section 7.4 a and Step 1. A grievance proceeding beyond Step 1 would follow the procedure of the agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate: the County of Westchester, pursuant to law by Andrew J. Spano, County Executive, whose seal is affixed hereto, Westchester Community College, by Joseph N. Hankin, its President, and Local 2431, Westchester Community College Federation of Teachers, New York State United Teachers, American Federation of Teachers, AFL-CIO, by Anne D'Orazio, its President.

THE COUNTY OF WESTCHESTER

by: 

Andrew J. Spano  
County Executive

Westchester Community College

by: 

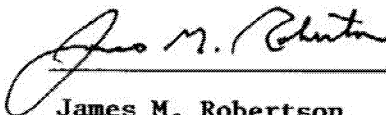
Joseph N. Hankin  
President

LOCAL 2431, WESTCHESTER COMMUNITY  
COLLEGE FEDERATION OF TEACHERS,  
NEW YORK STATE UNITED TEACHERS,  
AMERICAN FEDERATION OF TEACHERS,  
AFL-CIO

by: 

Anne D'Orazio  
President

Approved as to  
Form



James M. Robertson  
Deputy County Attorney

APPROVED BY THE WESTCHESTER  
COUNTY BOARD OF LEGISLATORS  
BY ACT NO. 51 -2004

## Principals to the Agreement

- A. STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

On the 4th day of October, 2004, before me, personally came ANDREW J. SPANO, to me known, who being by me dully sworn, did depose and say that he resides at 148 Martine Avenue, White Plains, Westchester County, New York, that he is the County Executive of the County of Westchester, the municipal corporation described in, and which executed the foregoing instrument, that he knows the official seal of the County Executive of the County of Westchester; that the seal affixed to said instrument is said official seal and it was so affixed by the order of the Board of Legislators of the County of Westchester; and that he signed his name herein pursuant to the provisions of the Westchester County Charter.

JAMES M. ROBERTSON  
Notary Public, State of New York  
No. 02RD4803560  
Qualified in Westchester County  
Commission Expires June 30, 2006

- B. STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

On the 29 day of September, 2004, before me, personally came JOSEPH N. HANKIN, to me known, and known to me to be the President of Westchester Community College, the corporation described in and which executed the within instrument, who being by me dully sworn, did depose and say he resides at Four Merion Drive, Purchase, New York, and that he is the President of the said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

BARBARA J. WILSON  
Notary Public, State of New York  
No. 4865148  
Qualified in Westchester County  
My Comm. Expires July 28, 2006

- C. STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

On the 29 day of September, 2004, before me, personally came Anne D'Orazio, to me known, and known to me to be the President of Westchester Community College Federation of Teachers, the corporation described in and which executed the within instrument, who being by me dully sworn, did depose and say she resides at 541 West 239<sup>th</sup> Street, Bronx, New York, and that she is the President of the said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

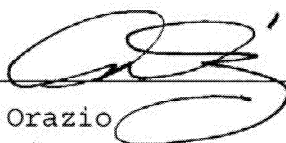
BARBARA J. WILSON  
Notary Public, State of New York  
No. 4865148  
Qualified in Westchester County  
My Comm. Expires July 28, 2006

## AFFIRMATION OF NON-STRIKE

Pursuant to the provisions of subsection 3 (b) of Section 207 of the Civil Service Law, known as the "Public Employees' Fair Employment Act", the President of the WESTCHESTER COMMUNITY COLLEGE FEDERATION OF TEACHERS, does hereby affirm on behalf of the said Association that:

1. It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.
2. This affirmation has been duly authorized by the Board of Directors of the Westchester Community College Federation of Teachers, and my authority to make such affirmation has been formally authorized by resolution of said Board.

Dated:

  
\_\_\_\_\_  
Anne D'Orazio  
President  
Westchester Community College Federation  
of Teachers

## Attachment: Relevant County Rules

**RULE 9. SICK LEAVE**

A. County officers and employees will be credited with sick leave at the rate of one day per completed calendar month. No sick leave may be granted, however, until an employee has six months of continuous service. Earned sick leave not taken in any not taken in any calendar year will be accumulated. Employees whose service antedates 1942 or who came into the County service on a transfer of function (without transfer of sick leave credits), may have credited to them five days for each year of such prior service. Sick leave is defined as absence from duty because of illness; injury; quarantine resulting from exposure to contagious disease; or death in the immediate family of the officer or employee. The immediate family shall be considered to include and be limited to the spouse; natural, foster or step-parents, children, brothers and sisters; mother-in-law; father-in-law; and grandparents. The appointing officer or the Personnel Officer may require such substantiation of sick leave as he deems necessary. Such leave shall be reported to the Personnel Officer at such time and in such form as he may require.

B. Officers and employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the department head and the approval of the Personnel Officer at one-half pay for a period not to exceed one bi-weekly pay period for each complete year of service. Any additional sick leave previously granted, shall be chargeable against the allowance provided for in this rule.

C. Any officer or employee employed on an annual basis, except a police officer, who is necessarily absent from duty because of occupational injury or disease as defined by the Workmen's Compensation Law, may, pending adjudication of his case and while his disability renders him unable to perform the duties of his position, be granted leave with full pay for a period not to exceed six months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave, and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When the Workman's Compensation Board has made an award to such officer or employee for the period of his leave with pay, such compensation award for loss of time for such period shall be credited to the County. Upon return to active duty, such officer or employee may be re-credited to the County. Upon return to active duty, such officer or employee may be re-credited with that portion of earned credits consumed during the period of his absence in proportion to the amount of the Workman's Compensation award for such loss of time. Police officers are subject to the provisions of section 207-C of the General Municipal Law.

D. Sick leave credits may not be earned while on leave without pay under Rule 13, or on military leave of over thirty days under Rule 10, or on extended sick leave under Rule 9B, or by employees on an hourly or per diem basis.

**RULE 11. PERSONAL LEAVE**

A. Personal leave is leave with pay for personal business and is intended to be available for use for religious observance, attendance at funerals (other than immediate family), necessary absences due to extraordinary weather conditions, attendance at conventions other than on County business, personal or family business appointments and similar reasons, including medical and dental appointments and examinations.

B. All officers and employees on an annual salary in service on January 1, 1966 will be credited with five days personal leave. On January 1 of each succeeding year, all such employees with six months of continuous service will be credited with five days of personal leave. New employees who complete six months of service prior to any January 1 will be credited with 2 ½ days of personal leave for use until that January 1.

B. Personal leave will not be accumulated from year to year, nor is it intended for use in conjunction with vacation or supplemental time.

C. Personal leave is to be taken only with departmental approval so as not to interfere with the proper operations of government. When more than one request for personal leave is received for one day, or for other reasons the operation of a department may be affected, the reason for the request may be required and the granting of the day may be postponed.

E. Personal leave shall be reported to the Personnel Officer at such time and in such form as he may require.

E. To convert from the old rule and to cover the period between September 1, 1965 and December 31, 1965, two days of personal leave, which may not be accumulated, will be allowed.

**RULE 13. LEAVE OF ABSENCE WITHOUT PAY**

A. Any County officer or employee on an annual salary basis who is temporarily physically or mentally unable to perform his duties, or who desires to engage in a course of study intended to increase his usefulness to the County service, or who for any reason considered satisfactory by the department head desires to secure a leave of absence from his regular duties may, upon the recommendation of the department head approved by the Personnel Officer, be granted a leave of absence without pay for a period not to exceed one year. In an exceptional case, the Personnel Officer may waive the

provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed, in the aggregate, two years from the date of commencement of the original leave. The approval of such leave of absence without pay shall be in written form, signed by the appointing officer and the officer or employee affected.

B. When a leave of absence without pay for a period of one year has been granted, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for a period of three months immediately preceding the subsequent leave of absence without pay.

C. A pregnant employee holding a position by permanent appointment, shall be granted a leave of absence without pay for a period of six months, which may be extended upon the recommendation of the department head and the approval of the Personnel Officer, up to one year. The employee shall report to the department head the existence of pregnancy not later than the end of the fourth month. The department head may recommend placing the employee on leave at any time during the pregnancy when in his judgment the interests of either the department or the employee would be best served by such action.

D. Absence for more than thirty continuous days under this rule may cause adjustment in time for considering increments.

E. Failure of an employee to return to his position on the date of the expiration of any leave of absence without pay, or any authorized extension thereof, shall be deemed a resignation from the service upon the date such leave of absence without pay commenced.

F. A County employee who leaves the County service to pursue an educational program completely at his own expense, upon return to County service may be paid the appropriate scale step and hold the same anniversary date for increment purposes as if he had not left the County service, provided that the course of instruction is considered beneficial to the duties of his position in the County service, and he has not had full-time employment outside of the County service during the period of absence, between semesters excepted.

G. Vacation, personal and sick leave credits may not be earned while absent for more than 30 days under the provisions of this rule.

**RULE 15. WESTCHESTER COMMUNITY COLLEGE  
INSTRUCTIONAL STAFF**

A. Other sections of these rules notwithstanding, and consistent with practice in educational institutions generally, the instructional staff of the Community College, specifically those employed as Instructor, Assistant Professor, and Associate

Professor, may have a work year of ten months although paid on an annual basis, in lieu of the annual leave with pay provisions of the County Personnel Rules. Additionally, such staff may be granted, at the discretion of the College Administration, time off during the traditional academic holidays of Christmas and Easter. Similarly, when college scheduling requires attendance on days that would normally be holidays, such employees shall be required to be present.

B. The instructional staff will continue to be covered by the general provisions of the County Personnel Rules. However, time credits other than annual leave shall be earned for time on the job. Personal leave for the above instructional staff on this basis is set at three days per year, which shall be granted only for sufficient reason approved by the College Administration. Sick leave is established on a one day per week month basis - ten days per year.