

**2025 – 2028
AGREEMENT**

COUNTIES OF ESSEX AND FRANKLIN

and the

**BOARD OF TRUSTEES
OF NORTH COUNTRY COMMUNITY COLLEGE
*as Co-employers***

and the

**NORTH COUNTRY COMMUNITY COLLEGE
ASSOCIATION OF PROFESSIONALS**

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DEFINITIONS

Academic Year – shall be inclusive of all work days beginning not more than ten (10) days prior to the beginning of the fall semester and not more than ten (10) days after the conclusion of the spring semester. For the purposes of this contract definition, academic year refers to 164-day employees.

Administration – shall mean all non-bargaining unit management-level staff of the College.

Agreement – shall mean this agreement and the written provisions contained herein.

Area Supervisors – shall include the vice presidents.

Annual Salary – shall refer to a professional staff member's 164- or 221-day salary, as applicable.

Base Campus – shall mean the primary campus at which a professional staff member is employed.

Board – shall mean the North Country Community College Board of Trustees.

Calendar Day – shall mean any calendar day unless otherwise specified in this agreement.

College – shall mean the Employer.

College President – shall mean the duly-appointed President of the College and, unless otherwise provided, shall be considered the authorized representative of the College.

Counties – shall mean the counties of Essex and Franklin in the State of New York.

Director – for the purposes of this agreement, shall include either a mid-level, non-teaching, professional or an academic program director.

Fiscal Year – shall be inclusive of all days from September 1 to August 31.

Immediate Supervisor – shall mean the person to whom the professional staff member reports and who oversees the job performance of the professional staff member.

Legislative Body(ies) – shall mean the Essex County Board of Supervisors and the Franklin County Legislature.

NCCCAP – shall mean the North Country Community College Association of Professionals.

NCCCAP President – shall mean the elected President of NCCCAP and considered the authorized representative of NCCCAP.

NTP – shall mean a non-teaching professional staff member.

PERB – shall mean the New York Public Employment Relations Board.

Preparation – shall mean any numbered course a professional staff member is going to teach in any one academic year.

Professional Staff Member (or Professional Staff) – shall mean any (or a group of) member(s) of the bargaining unit.

Release Time – shall mean the reallocation of the elements of assigned professional staff workload to other duties, as illustrated by, but not limited to, administrative assignments, and/or special projects.

Supervisory Titles – shall mean areas of responsibilities assigned to professional staff members with the titles such as, but not limited to, department chairs, division chairs, and academic coordinators.

Work Day – any day within a professional staff member's applicable contract year.

ARTICLE I – REQUIREMENT OF LEGISLATIVE ACTION

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

ARTICLE II – SAVING CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or the United States of America; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any professional staff member or group of professional staff shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III – MANAGEMENT RIGHTS

The Counties, the Board, and the Administration of the College, hereby retain and reserve all rights, power, authority, duty, and responsibility conferred by Law and the Constitution of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility and the adoption of such rules, regulations, and policies, as are deemed necessary will, as they apply to professional staff represented by NCCCAP, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.

ARTICLE IV – NCCCAP RECOGNITION/STATUS, RIGHTS AND PRIVILEGES

- 4.1 The Employer recognizes NCCCAP as the lawfully designated exclusive representative of professional staff of the College for the purposes of collective negotiations in a unit including all full-time professional personnel except those represented by the Civil Service Employees Association (CSEA), or those who have management confidential designation as defined by law, or as otherwise agreed to by both parties.
- 4.2 Dues Deduction. The College agrees to deduct from the salaries of professional staff NCCCAP dues, as said professional staff individually and voluntarily authorize, and to transmit said monies promptly to NCCCAP. Authorizations shall be in writing on the form set forth in Schedule A annexed. Said authorization shall be provided to the College at least two weeks prior to having any deduction made.
- 4.3 NCCCAP shall certify to the College in writing the current rate of its membership dues. If NCCCAP changes the rate of its membership dues, it shall give the College thirty (30) days' notice prior to the effective date of such change.
- 4.4 The total annual membership dues for NCCCAP shall be deducted in equal installments beginning with the first pay period in October and continuing over each applicable pay period for the remainder of the fiscal year, provided the College has received the appropriate authorization(s) or written verification(s) in accordance with 4.2 and 4.3 above. For a professional staff member hired after the start of the fiscal year, a pro-rated amount of the dues (provided by NCCCAP) shall be deducted in equal installments beginning on the third pay period after his/her official start date at the College.

- 4.5 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.
- 4.6 The College shall, following each pay period, transmit the dues deducted to NCCCAP. The first and/or the final transmittal shall be accompanied by a listing of the professional staff for whom deductions have been made and the amount for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deduction.
- 4.7 A professional staff member may withdraw his/her authorization at any time by written notice to the College with a copy to NCCCAP at least two (2) weeks prior to the effective pay period.
- 4.8 Payroll Deductions. Professional staff may, in writing, authorize payroll deductions offered through the College. At present, this includes tax deferred annuities (403B), deferred compensation (457), and IRAs, where applicable.
- 4.9 Full-time Professional Responsibility for the NCCCAP President. The NCCCAP President shall be provided a three (3) credit hour load release or the equivalent each semester and will not be assigned an overload unless the lack of such assignment would cause a measurable decrease in the quality of education at NCCC. Any overload must be assigned only upon the request of the appropriate Immediate Supervisor and with the approval of the appropriate Vice President and NCCCAP President.
- 4.10 Reprisals Prohibited. There will be no reprisal of any kind taken against any professional staff member by reason of his/her membership in NCCCAP or participation in any of its legal activities.

- 4.11 Use of College Property. NCCCAP use of any College equipment and/or facilities for NCCCAP business must be first approved by the College President or his/her designee. Said approval is subject to College needs and availability of requested facilities and equipment shall not be unreasonably denied.
- 4.12 Notifications. The College will provide written notice to the NCCCAP President of all new hires within the bargaining unit within ten (10) days of Board appointment, including the Board resolution.

ARTICLE V – WORK ASSIGNMENT AND OVERLOAD

5.1 Contract Types.

- a. Academic Year Contract. A full-time professional staff member (faculty or NTP) appointed to a nine (9) month contract (academic year contract) shall be one hundred sixty-four (164) days as designated by the College inclusive of registration, orientation, workshops, instruction, examinations, advisement and commencement.
- b. Fiscal Year Contract. A non-teaching professional staff member appointed to a twelve (12) month contract (fiscal year contract) shall be two hundred twenty-one (221) days inclusive of commencement. Non-teaching professional staff with fiscal year contracts will receive thirty (30) days unpaid vacation, inclusive of all planned, non-holiday closures, and ten (10) unpaid holidays per contract year. For example,

Fiscal Year	Number of Planned, Non- Holiday Closures	Self-Selected Vacation Days	Total
2025-2026	8 days	22 days	30 days
2026-2027	7 days	23 days	30 days
2027-2028	8 days	22 days	30 days

The actual number of planned, non-holiday closures is subject to change based on management discretion, and any changes will be communicated prior to the start of the fiscal year.

5.2 Compensation Schedules. All professional staff will be paid on a bi-weekly schedule throughout the fiscal year (typically 26 pay periods). Those professional staff members with academic year contracts who are on 20-pay period pay schedules prior to the start of the 2025-2026 year, may elect to remain on such pay schedule, however, such option will not be available to future professional staff effective with the 2025-2026 year.

5.3 Work Assignments.

- a. Without overload compensation, a full-time faculty member's teaching assignment shall not exceed thirty (30) credit hours per year or its equivalent. The College may assign a maximum of eighteen (18) credit hours per semester, provided the total of the Fall and Spring semesters does not exceed thirty (30) credit hours per year or its equivalent without the faculty member's consent. The College will make every reasonable effort to provide at least seven (7) calendar days' notice to those faculty members who are or may be assigned more than fifteen (15) credit hours in either the Fall or Spring semester.
- b. NTPs with fiscal year contracts shall have 221-day work assignments. The hours of operation for non-teaching departments/areas will be established by the College. In the event that a modification to these hours is necessary due to a change in college operations, the College will meet with and discuss the modification with the affected supervisor(s), NTPs, and NCCCAP as appropriate. The supervisor will formally review with the NTP, in writing, the number of self-selected vacation days

the NTP has planned and/or used three (3) times during the annual contract period and prior to December 1, March 1, and June 1. The College will give reasonable advance notice of any change in the non-teaching professional's work or vacation schedule. Absent extraordinary circumstances said notice will be given at least fifteen (15) days in advance.

5.4 Additional Work Provisions.

- a. Overload. In the exercise of assignments in excess of fifteen (15) credit hours per semester the College will apply reasonable judgment. Assignments in excess of eighteen (18) credit hours per semester or thirty (30) credit hours per year may be made with the mutual consent of the College and the involved faculty member and will constitute an overload. Such overloads will be compensated during that semester. The maximum number of credit hours assigned per semester shall not exceed twenty-two (22) teaching credit hours with an overall cap of twenty-four (24) credits. Compensation for overload will be based on rank, per Section 6.1h. Decisions related to assignment of overload will follow the process detailed in Section 5.7f.

In instances when NTPs elect and are approved to teach overload, the maximum number of credits per semester shall not exceed seven (7) teaching credits. NTPs should avoid teaching during their regularly scheduled workday whenever possible. However, in instances where doing so is necessary, the NTP shall work with their supervisor to ensure that their principal job and primary duties are covered during those times and any time missed due to teaching is made up.

- b. Per Diem. All professional staff will be paid on a per diem basis for each additional day worked beyond their contract year for College-approved work not already covered by an overload contract. Per diem rates will be determined for each professional staff member by dividing one's annual salary by the number of work days in one's contract year. In these cases, if the professional staff member works four (4) hours or less, he/she will receive one-half the applicable per diem rate.

5.5 In determining faculty workloads, the following conditions will be adhered to:

- a. Teaching faculty shall be responsible for no more than seven (7) separate and distinct preparations per year. A faculty member will not be assigned a fourth preparation in a semester when also assigned eighteen (18) credit hours without his/her consent;
- b. Hours spent by faculty in a science and science-related technology laboratory with students will be credited as equal to lecture time;
- c. Faculty teaching a section of an art studio course, ENG 100, or ENG101 shall meet for sixty (60) contact hours per semester;
- d. Faculty teaching four (4) sections of ENG100, ENG101, and ENG102, in any combination within a given semester, will constitute a full semester workload;
- e. Faculty teaching internships shall receive workload credit per the table below:

Number of Students	Workload Credits
1 – 2	1 credit
3 – 5	2 credits
6 – 9	3 credits
10 – 14	4 credits
15+	5 credits

- f. Faculty seeking to teach outside their discipline must meet qualifications according to NYS guidelines. For disciplines that require alternative qualifications, appropriate certification and/or credentials must be met.
- g. All course sections shall be capped according to their academic course outlines determined by academic departments and the Vice President for Academic Affairs and shall not exceed forty-eight (48) students.

5.6 Assignment to Another Campus/Location.

- a. Professional staff will not be assigned to a campus other than his/her base campus except as may be necessary (1) to constitute a full teaching load or non-teaching professional work load or (2) to fill a vacancy on such other campus. In the making of such assignments, seniority, as defined in Article VIII hereof, shall apply provided there are other qualified professional staff available to perform the necessary duties. The opportunity to obtain such assignment shall be on the basis of overall seniority within the discipline or non-teaching professional function. The obligation to accept such assignment shall be on the basis of inverse seniority within the discipline or non-teaching professional function.
- b. Professional staff members shall not be assigned to more than two (2) campuses and/or locations without their consent.
- c. If a professional staff member is away from his/her base campus on College business and is required to spend the night away from home because of either weather and/or vehicular problems, the College shall reimburse said professional staff member for lodging and meals at reasonable rates. The College will also pay any towing expenses necessary that are not covered by insurance.

- d. Any work assignment away from one's base campus which ends at 8:00 p.m. or after will not be followed by a work assignment the next day before 10:00 a.m. Any work assignment on one's base campus before 10:00 a.m. will not be followed by a work assignment the same day away from one's base campus which ends after 5:00 p.m. In these instances, a professional staff member may request a work assignment outside of these parameters with Immediate Supervisor approval.
- e. Mileage for travel to locations other than the professional staff member's base campus will be reimbursed per the College's Travel Reimbursement Policy.

5.7 Individual Course and Schedule Assignments.

- a. The College will make every reasonable effort to establish and disseminate the master instructional schedule not later than April 1, for the fall semester, and October 15, for the spring semester, setting forth all courses to be offered along with faculty (full-time and adjunct) names, meeting times, and modalities/locations based on students' educational needs.
- b. Fourteen (14) days prior to the dissemination of the master schedule as set forth in paragraph 'a', the College will distribute an internal draft of the master instructional schedule listing full-time faculty names and other related course/section information, for the purposes of confirming course offerings, teaching assignments, and identifying scheduling conflicts.
- c. Faculty members should communicate with their Immediate Supervisor(s) to determine their teaching schedule for the upcoming semester. Additionally, full-time faculty have the right to submit a formal request regarding their teaching schedule for the upcoming semester attached as Schedule B (course preference

form). If the faculty member does not submit a course preference form, the member waives this right under this section.

d. Course Preference Process (Schedule B).

1. As needed and within one (1) week prior to the release of the master instructional schedule, full-time faculty may advise their Immediate Supervisor(s) of their course and meeting times preference (inclusive of voluntary overload) for the upcoming semester using Schedule B.
2. A faculty member may submit preference forms to more than one department. In that case, the faculty member will advise each appropriate supervisor of multiple department preferences.
3. Subsequent to the receipt of course preference forms, if requested, the Immediate Supervisor(s) shall meet individually with those faculty to discuss their course and meeting time preferences.
4. In consideration of all schedule requests (as noted in '1' through '3' above), the Immediate Supervisor(s) shall make recommendations, with the final decision made by the Vice President of Academic Affairs, on which courses and meeting times will be taught by the faculty of their departments. Such decisions shall be predicated first on program and/or degree requirements and then on each faculty member's appropriate instructional experience, prior formal, written evaluations, applicable student evaluations, professional background, stated course preference(s), years of service in the department, and credentials in relation to departmental course offerings.

5. Adjunct faculty are not entitled to participate in the course preference process.
 6. Disputes concerning course preference decisions shall not be subject to arbitration.
- e. Faculty will be notified by their Immediate Supervisor(s) in writing of any alterations to their agreed course and meeting time assignments. It is understood that all courses are subject to minimum student enrollment, and, in such cases, it may be necessary for the College to readjust course and meeting time assignments for the faculty. In instances when a course section is canceled (due to low enrollment or otherwise), the College will notify the instructor, all advisors, and students affected.
- f. All suggestions for additional course offerings and schedule alterations for inclusion in the master schedule should be directed to the appropriate department chair or program director. At such time as instructional needs require additional course offerings within a given semester, filling said offerings shall be done using qualified staff (per NYS guidelines) in the following order:
1. Full-time faculty within the department;
 2. Full-time faculty outside of the department;
 3. Full-time NTP staff;
 4. Adjunct faculty.
- g. Faculty shall be required to use the College's designated learning management system (D2L Brightspace) to provide syllabi, record grades, and post other important course materials for student access.

5.8 Non-teaching Professional (NTP) Flexible Work Week Schedule Protocol.

- a. The College agrees to allow an NTP to be eligible to participate in a flexible work week schedule with the approval of their supervisor. For the purposes of this contract, a flexible work week schedule (flex schedule) serves as a means to account for those days an NTP works outside of the days assigned to their contract with the College. For example, an NTP who is contracted for two hundred twenty-one (221) days cannot work more than two hundred twenty-one (221) days a year. If an NTP is assigned to work on a Saturday, then this flex schedule protocol allows the supervisor and the NTP to designate a work week day that the NTP will not report to work in lieu of the Saturday worked. In addition, for those days that the professional obligation of an NTP is in excess of a regular work day, the supervisor and the employee can agree to grant the NTP time off on an alternative day as “compensation” for working an extended day. In conjunction with this flex schedule protocol, the following requirements must be met.
 1. Either the NTP or the supervisor can request a flex schedule for the NTP.
 2. The supervisor and the NTP must discuss the specific date(s) being used for the flex schedule in advance of the days under consideration and stated in writing prior to the first day noted in the request.
 3. The flex schedule protocol is intended to support NTPs who would have extended work schedules in a given period of time and to quickly “compensate” them by taking days shortly thereafter. Specifically, days taken to compensate the NTP must be taken within thirty (30) calendar days

of the day worked, unless otherwise agreed upon by the supervisor and NTP.

4. The duration of a flex schedule is limited to the days acknowledged in the written correspondence between the supervisor and the NTP.

5.9 Alternative Work Accommodations. In the event that a bargaining unit member and/or the Administration expresses that the bargaining unit member is not able to perform the full function of his/her job duties, then the member and the Administration will meet to discuss temporary, alternative, reasonable accommodations, as appropriate. In order to minimize disruption of instruction, teaching responsibilities may, in consultation with the faculty member, be relieved or reassigned for all or a portion of that semester.

ARTICLE VI – SALARY AND FRINGE BENEFITS

- 6.1 The salaries of professional staff covered by this Agreement shall be as set forth below.
 - a. Attached as Schedule C is the salary matrix for all full-time professional staff by rank and/or classification.
 - b. All returning professional staff shall be nominally placed on the salary matrix in Schedule C under Column A by rank and/or classification in the cell which is equal to or next higher to the annual salary effective for the 2024-2025 year.
 - c. Effective September 1, 2025, each returning professional member will advance one step (move right one cell and down one cell) on Schedule C, receiving an increase in annual salary of two percent (2%) of his/her 2024-2025 annual salary plus two thousand dollars (\$2000) over his/her 2024-2025 annual salary, and will nominally

be placed on Schedule C under Column B by rank and/or classification in the cell which advances each returning professional staff member one step.

- d. Effective September 1, 2026, each returning professional staff member will advance one step (moves right one cell and down one cell) on Schedule C, receiving an increase in annual salary of one and one-quarter percent (1¼%) of his/her 2025-2026 annual salary plus one thousand seven hundred fifty dollars (\$1750) over his/her 2025-2026 annual salary, and will nominally be placed on Schedule C under Column C by rank and/or classification in the cell which advances each returning professional staff member one step.
- e. Effective September 1, 2027, each returning professional staff member will advance one step (move right one cell and down one cell) on Schedule C, receiving an increase in annual salary of one and one-quarter percent (1¼%) of his/her 2026-2027 annual salary plus one thousand seven hundred fifty dollars (\$1750) over his/her 2026-2027 annual salary, and will nominally be placed on Schedule C under Column D by rank and/or classification in the cell which advances each returning professional staff member one step.
- f. If a successor agreement is not entered into by September 1, 2028, the professional staff will not advance an additional step on the salary matrix (Schedule C).
- g. Professional staff members who are hired after the ratification of this agreement will be placed on Schedule C at the appropriate step, rank and/or classification as determined by the College and move to the next higher step effective September 1 of each year of this agreement. The College will have flexibility in hiring rates to set initial rates within Schedule C.

h. Full-time Summer Session, Winterim and Overload Rates per credit hour:

	Technical Specialist /A6	Instructor /A5	Assistant Professor /A4	Associate Professor /A3	Professor /A2
Effective 9/1/22	780	830	880	960	990

i. Compensation for coaching duties for full-time appointments shall be calculated as follows:

1. For faculty with academic appointments, one semester of coaching a sport will equal five (5) credit hours and two semesters of coaching a sport will equal ten (10) credit hours.
2. For non-teaching professional appointments, one semester of coaching a sport will equal one-sixth (1/6) of annual salary and two semesters of coaching a sport will equal one-third (1/3) of annual salary.
3. Professional staff appointed to perform coaching duties outside or in addition to their full-time contractual obligations will be paid on an overload basis using the same workload/annual salary conversion stated in this section.

j. Salary Upon Promotion.

1. Promotional increase. When a professional staff member is promoted, he/she advances two steps (moves down two cells) in the same column on the salary matrix attached as Schedule C. For example, a professional staff member in 2025-2026 at Step 10 has an annual salary of \$56,853 (in Column B). Upon promotion, effective on September 1, 2026, the member moves to Step 12 in Column B with an annual salary of \$59,724.

2. Promotion with contractual salary increase. When a professional staff member is promoted and receives a contractual salary increase, he/she advances three steps (down three cells and right one cell) on the salary matrix attached as Schedule C. For example, a professional staff member in 2025-2026 at Step 10 has an annual salary of \$56,853 (in Column B). Upon promotion, effective September 1, 2026, the member advances to Step 13 in Column C with an annual salary of \$62,220.

6.2 Health Insurance.

- a. The College will pay toward the cost of the NYSHIP PPO Plan, or a comparable self-funded health insurance plan including Major Medical for all full-time professional staff. Professional staff may elect the existing health plan coverage or a mutually agreeable local HMO plan. If the HMO option is selected, the professional staff member must bear the increased cost, if any, of the coverage provided. Professional staff may select either individual or dependent health insurance coverage.
- b. Professional staff shall contribute twenty-five percent (25%) of the premium cost of the health insurance plan for the first year of their employment, twenty percent (20%) during the second year of employment, fifteen percent (15%) during the third year of employment, and ten percent (10%) during the fourth and all subsequent years of employment.
- c. Professional staff who meet the criteria for retirement, as defined in section 6.3 below, and who elect to retire during the term of this Agreement shall have the opportunity to retain the existing health insurance coverage of active professional

staff. Contributions towards the premium cost by retirees and the College will be based on the numbers of years of professional staff service, as follows:

<u>Professional Staff Service</u>	<u>Retiree Contribution</u>	<u>College Contribution</u>
10 years	75%	25%
15 years	50%	50%
20+ years	25%	75%

A retiring professional staff member's health insurance shall be continued after retirement as set forth in this section; however, it shall be discontinued if the retiring professional staff member obtains health insurance coverage by way of other employment or other reason.

- d. There shall be provided a health and welfare program for which the College shall contribute the sum of \$1000 per professional staff member per annum. Payments shall be made on a quarterly basis, no later than the fifteenth (15th) of the month following the end of the quarter. Said fund will be administered by NCCCAP and used to provide health and welfare benefits to its members according to the terms of a Trust Agreement administered by NCCCAP. NCCCAP will, upon request, provide a copy of the Trust Agreement and an Annual Report to the College.
- e. Each professional staff member (except professional staff whose spouses are also eligible to participate hereunder) eligible to participate in the Health Insurance Plan may elect to refuse participation in the Plan and provide for their own health insurance. The College will place \$30 in a trust account for each month that the professional staff member is eligible but does not elect coverage under the Health

Insurance Plan. The professional staff member will receive the funds so accumulated by December 15th of each year or upon termination. In the event that the professional staff opt to return to the Health Insurance Plan, they may do so in accordance with the rules set forth by the carrier or administrator.

- f. Long-term Disability Insurance. The College, in consultation with NCCCAP, will provide for the implementation of long-term disability insurance, the cost of which is to be shared equally by the College and the professional staff.
- g. When the College is considering a change in healthcare insurers at the College, a Health Insurance Committee composed of three members selected by the NCCCAP President and three members selected by the College President will be formed. In addition, three members of the other bargaining unit may be included if they so desire. The purpose of the Committee is to obtain data pertaining to available health insurance plans to ascertain whether or not it would be in the mutual interests of the parties to make other plans available or to replace existing plans that are available.

6.3 Retirement Provisions. Professional staff at least fifty (50) years of age with ten (10) or more years of service, both as of the date of retirement may, at their option, elect to retire upon the following terms and conditions:

- a. Retirement shall be as of August 31;
- b. Notice of retirement election must be in writing, signed by the retiring professional staff member and is irrevocable. Notice must be given a minimum of one (1) full contract year and a maximum of three (3) years prior to retirement (i.e. notice given prior to August 31 may be effective the next following August 31 or either of the

two such dates next ensuing). The College will consider requests for retirement outside of these parameters on an as-needed basis;

- c. Retirement Benefits. A professional staff member electing to retire shall receive retirement benefits comprised of a retirement supplement and payment for accumulated sick leave.

1. Retirement Supplement. The amount of this benefit is based on the member's years of service to the College, according to the following table.

<u>Professional Staff Service</u>	<u>Retirement Supplement Amount</u>
10 years	\$12,000
15 years	\$15,000
20+ years	\$18,000

Per Section 6.3d, any portion of this benefit designated by the professional staff member to be paid in cash shall be paid out in equal disbursements for each of the three (3) years following notice. When continuing to be employed, said portion shall be paid in fractional sums equal to the number of the professional staff member's annual pay periods; if paid after retirement, said portion shall be paid in one payment annually during the month of January;

2. Payment for Accumulated Sick Leave. A professional staff member, with ten (10) or more years of service in the bargaining unit at the College, shall, upon retirement, be granted forty dollars (\$40) per day payment for all accumulated sick leave cumulative to a maximum of one hundred eighty (180) days. The maximum benefit under this paragraph for accumulated

sick leave will be no more than \$7,200. Per Section 6.3d, any portion of this benefit designated to paid in cash shall be paid in one payment during the month of January.

- d. Disbursement of Retirement Benefits. At the time of notice and up to the date of retirement, each member eligible for College-sponsored retiree health insurance shall have the additional, one-time option to allocate and apply all or a portion of the dollar value from both of these retirement benefits (in Section 6.3c) to an account for the purpose of pre-paying their portion of the premium cost of the College health insurance plan following retirement, consistent with the then current health insurance articles of this contract.
1. The balance of the dollar value, if any, not designated for use in the retiree health insurance account will be paid to the member in cash;
 2. The College shall receive any interest generated by the account;
 3. All funds allocated to this account will be disbursed by the College monthly, until the benefit is exhausted;
 4. In the event that the retiree dies prior to exhausting the dollar equivalent of those pre-paid funds, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the College health insurance plan until the exhaustion of such an account;
 5. If the retiree dies before exhausting the value of the account and leave no covered dependents, any remaining balance in the account will be paid to the retiree's estate.

- e. Alternative Retirement Incentives. At the discretion of the College President and in consultation with the NCCCAP President, the College may offer one-time retirement incentives to professional staff who satisfy the criteria for retirement. In these instances, professional staff who opt for an alternative retirement incentive shall not be eligible for any other retirement incentive in this agreement.

6.4 Optional Contributory Term Life Insurance Plan.

- a. Each full-time professional staff member may join a group life insurance plan in which he/she agrees to pay fifty percent (50%) of the premium on a \$25,000 term life insurance policy. The College will pay the remaining fifty percent (50%).
- b. Each full-time professional staff member may elect to obtain up to four (4) additional units of \$25,000 each in life insurance coverage for a maximum combined coverage limit of \$125,000. The professional staff member and the College will each pay fifty percent (50%) of the cost of the first \$100,000 of coverage with the professional staff member paying one hundred percent (100%) of the cost of the premium for the coverage in excess of \$100,000.

6.5 Insurance Coverage and Other Benefits for Professional Staff on Leave.

- a. All full-time professional staff are to receive all insurance and retirement benefits during the period they are employed, unless they resign, in which case the coverage will only be during the period of employment following the effective date of the resignation.
- b. For professional staff members on voluntary leave without pay for a semester or more, insurance coverage will be continued during the entire period of such leave only if the professional staff reimburse the College for the entire costs of the

premiums involved and not otherwise be covered beyond the normal grace period for insurance.

- 6.6 Flexible Spending Accounts. The College will make available a “Flexible Spending Accounts” plan as authorized by Section 125 of the Internal Revenue Code. The specific plan put in place will be based on mutual agreement between the parties with the understanding that no significant costs to the employer will result from its implementation.

ARTICLE VII – APPOINTMENTS, EVALUATIONS, AND PROMOTIONS

- 7.1 Appointment shall be made by the Board on recommendation of the College President.

a. Temporary Appointments.

1. Temporary appointments are made for professional staff who fill positions where the person appointed is not guaranteed to receive a continuing appointment. Such appointments are for fixed terms not in excess of one (1) year.
2. A full-time temporary appointment is defined as an appointment of a faculty member with an instructional assignment of twelve (12) or more credit hours per semester for the period of appointment, or a non-teaching professional employed for the period of appointment, as specified in Article 5.
3. If the College determines that a temporary appointment is to be renewed at the completion of the appointment, the College will notify that staff member in writing at least two (2) months prior to the expiration of the appointment.

4. Professional staff holding full-time temporary appointments shall be entitled to all benefits made available to term appointments except as expressly modified by this agreement.
5. For professional staff employed for three (3) or more consecutive years under full-time temporary appointments, up to two (2) years of time served under full-time temporary appointments may, with the approval of the Area Supervisor and at the discretion of the Board, be applied as time served under a term appointment in determining term/continuing appointment status.
6. Unless under a grant-funded appointment, professional staff may not be employed for more than three (3) consecutive full-time temporary appointments, without mutual consent.
7. Grant-Funded Appointments. Professional staff under grant-funded appointments shall maintain annual temporary appointments for the duration of the grant, provided there is approval by the applicable Area Supervisor to renew the appointment annually.

b. Term Appointments.

1. Directors and/or Academic Program Directors shall have renewable term appointments for two consecutive one-year term appointments followed by one three-year term appointment. Thereafter, these professional staff shall be on continuing appointment.
2. Term appointments are made for professional staff who are on track for a continuing appointment. Full-time professional staff shall have renewable

term appointments for up to five years after which they shall be on continuing appointment.

3. A term appointment shall align with the academic or fiscal year, as applicable to the position.
4. If the College determines that a term appointment is not to be renewed at the completion of the term, the College will notify that staff member in writing no later than March 1.
5. Professional staff may not be dismissed within a term appointment except for just cause or in the case of retrenchment (refer to Article 8.2).
6. The decision not to grant an additional term appointment shall not be subject to arbitration.

c. Continuing Appointments.

1. Once a professional staff member has completed up to five (5) consecutive term appointments, they are granted a continuing appointment, contingent upon Board approval.
2. Appointment letters, including position, rank (as applicable), step under Schedule C, and per diem, may be provided to staff under a continuing appointment, only upon request to Human Resources by the professional staff member.
3. Professional staff may not be dismissed within a continuing appointment except for just cause or in the case of retrenchment (refer to Article 8.2).
4. The decision not to grant a continuing appointment shall not be subject to arbitration.

7.2 Evaluations.

a. General Provisions.

1. A formal, written evaluation (herein 'evaluation') of a professional staff member's annual performance is to be conducted by their Immediate Supervisor based on years of full-time service of the professional staff member. All professional staff members shall have the following evaluation schedule: at the conclusion of years 1-5, 7, 9, 12, 15, 19, 23, 27, 31, 35, etc.
2. A professional staff member or their Immediate Supervisor can request an evaluation be completed outside of this schedule only if requested by no later than November 1 of the academic year in which the evaluation is to be conducted.
3. The evaluation for each professional staff member shall be completed by the Immediate Supervisor on the appropriate form and provided to each professional staff member no later than June 15 if under an academic year contract or August 15 if under a fiscal year contract.
4. Each professional staff member shall have the option to submit a professional growth plan by no later than November 1 and/or a self-evaluation of their annual performance to their Immediate Supervisor no later than June 1 if under an academic year contract or August 1 if under a fiscal year contract to be included as part of the evaluation.
5. Each professional staff member shall have the opportunity for a conference with their Immediate Supervisor to discuss their evaluation. A professional

staff member may respond in writing to their evaluation to be included in the evaluation and shall have up to ten (10) working days to do so.

6. Immediate Supervisors shall retain a copy and submit final signed copies to the professional staff member and their Area Supervisor, who will forward a copy to the Human Resources Office.

b. Course Observations.

1. Supervisor Observations. Course observations shall be conducted by a faculty member's Immediate Supervisor (or his/her designee) in conjunction with the faculty member's annual evaluation cycle, or upon request by the faculty member or Immediate Supervisor. For temporary appointment faculty, it is strongly recommended that a course observation be conducted during their first semester. Additionally, faculty members shall have the option to have a course observation conducted by a peer or colleague at the same time as the Immediate Supervisor (or his/her designee) or at a separate occasion.
2. Peer Observations. In addition to course observations by one's Immediate Supervisor, a faculty member can ask peer faculty members to conduct additional course observations. Up to two (2) additional peer faculty course observations may be included in the supervisory evaluation and submitted to the Vice President for Academic Affairs Office.
3. Course Observation Processes. Course observations will be conducted and recorded on the appropriate form. The observer shall prepare the observation summary and, if requested by either the faculty member or

observer, meet with the faculty member to discuss the summary. Every effort will be made to hold those meetings not more than ten (10) working days after the observation is completed. The faculty member may respond to the observation summary in writing and such comments shall become part of the summary. Observers shall then submit a final copy of the course observation summary(ies) to the faculty member, their Immediate Supervisor (as appropriate), the Office of the Vice President of Academic Affairs, and the Human Resources Office.

c. Student Evaluations of Faculty.

1. Student evaluations of faculty will be conducted and recorded on the appropriate form and/or by electronic collection methods prior to the conclusion of the fall and spring semesters.
2. Faculty and Immediate Supervisors shall receive summaries of all electronically-collected student evaluations no later than fifteen (15) working days after final grades are posted. Faculty shall receive summaries of all paper student evaluations no later than thirty (30) calendar days after final grades are posted.

d. NTP Evaluation Provisions. An NTP shall have the option to have additional evaluations conducted by peers and/or colleagues, internal or external to the College. Up to two (2) additional peer or colleague evaluations may be included in the supervisory evaluation and submitted by the Immediate Supervisor to the Human Resources Office.

7.3 Promotion in Rank.

- a. Promotion may be granted in recognition of the demonstrated excellence of a professional staff member in meeting the responsibilities assigned him/her and in implementing the objectives of the College. Consultation with one's Immediate Supervisor is highly recommended for those considering a promotion in rank.
- b. Professional staff seeking promotion shall first prepare and submit a promotions packet as agreed upon by NCCCAP and the College by the stipulated deadline in order to be considered for promotion for the upcoming academic year.
- c. The steps of the review process shall be as follows and completed by the specified dates within the promotional documentation, as agreed upon by the College President and NCCCAP:
 1. STEP ONE: The department reviews the promotions packet. The department votes, anonymously. The candidate for promotion must receive a two-thirds (2/3) vote to receive its endorsement. If a department has less than four (4) full-time professional staff, then the packet is voted on by the division. The department/division shall then submit its recommendation to the applicable Area Supervisor. For the purposes of this contract, the term 'division' shall refer to the constituency of faculty representing all discipline groups within a candidate's scope of expertise.
 2. STEP TWO: The Area Supervisor shall receive a complete packet of all prior materials, perform his/her review and provide his/her recommendation to the College President.
 3. STEP THREE: The College President shall receive the final packet, with all materials, rubrics, and recommendations for his/her analysis.

4. STEP FOUR: The College President presents his/her recommendation at a meeting of the Board of Trustees for final approval prior to the conclusion of the fiscal year.
- d. Expectations of Rank. The following are general descriptions of what is expected from professional staff at different ranks. In order to be promoted to one of these ranks, professional staff must demonstrate how they meet or exceed the job elements of their current rank.
1. Instructor/A5. Professional staff at this rank must demonstrate ability/potential to achieve a high level of job effectiveness. They must be involved in other areas of the college as well as demonstrate their support of the mission of the college.
 2. Assistant Professor/A4. Professional staff at this rank must demonstrate a high level of job effectiveness as well as consistent and growing involvement and engagement in the college community. This can be in the form of committee work or other college-wide activities. In all professional work, they support the mission of the college.
 3. Associate Professor/A3. In addition to meeting the expectations for the previous rank and continuing to improve their job effectiveness, professional staff at this rank must take on and fulfill leadership roles within the college community. In all professional work, they advance the mission of the college.
 4. Professor/A2. In addition to meeting the expectations for the previous rank, professional staff at this rank must distinguish themselves professionally

among peers within the college community and the State University of New York (SUNY) and beyond. They must serve as mentors and role models for their junior colleagues. They must promote, enrich, and embody the college's mission in all activities, representing the college with honor.

- e. Eligibility. To be eligible for promotion, professional staff must meet the minimum service requirements as set forth below. These minimum service requirements do not in and of themselves define all the criteria on which an individual shall be judged for promotion.

Table 7.1 below refers to the minimum number of years a professional staff member will have completed by the end of the academic year in order to be eligible to apply for a promotion in rank. This service eligibility shall only consist of full-time, College professional service and must include at least one year in a term appointment. For example, a professional staff member with a Master's degree can apply for Associate Professor rank during the eighth (8th) year of service to the College.

Table 7.1 – Minimum Service Eligibility for Promotion in Rank

<u>Rank Sought</u>	<u>Doctorate</u>	<u>Master's & Comp. Univ. Certificate</u>	<u>Master's</u>	<u>Bachelor's</u>
Professor/A2	9 years	10 years	12 years	NA
Associate Professor/A3	5 years	7 years	8 years	NA
Assistant Professor/A4	NA*	4 years	4 years	NA
Instructor/A5	NA	NA	NA	3 years

* Not Applicable

** NOTE: Bypassing ranks is not permitted, e.g. moving from Instructor to Associate Professor.

- f. Appeals. In instances where a professional staff member applies for promotion and is not promoted in rank, the professional staff member may respond, in writing, to the College President or his/her designee with a letter of appeal. Appeals shall be limited to a “question of fact” or a “question of process”. A question of fact is based upon a claim by the applicant that an inaccuracy was included in the recommendation to the College President. A question of procedure is based upon a claim by the applicant that a procedural violation occurred and whereas the violation had an impact on the recommendation made to the College President. The College President will review these claims, consult with the NCCCAP President, and make a final determination. Such letters must be submitted no later than ten (10) working days after receiving notice of denial in promotion. If it is determined by the College President at any point in the appeal process that there is sufficient reason for denial in promotion, a written response must be provided to the professional staff member stipulating the reason(s) for the denial in promotion. Otherwise, the College President shall notify the professional staff member of the reversal in decision.

ARTICLE VIII – SENIORITY, RETRENCHMENT, AND TERMINATION

8.1 Seniority Provisions.

a. General Provisions.

1. Each professional staff member will begin accruing seniority in the discipline, or non-teaching area in which the initial or first appointment at North Country Community College was made as determined by the earliest

dated letter of appointment in each professional staff member's personnel file. Seniority shall accrue in that discipline or non-teaching area for each year the professional staff member teaches in the same discipline or performs work in the same non-teaching area. In instances when two (or more) professional staff members have the same number of years of seniority, ranking of said seniority will follow this formula: years under continuing appointment supersede years under term appointment and years under term appointment supersede years under temporary appointment.

2. If a professional staff member changes from his/her initial discipline or non-teaching area in a full-time capacity, the professional staff member will no longer accrue seniority in the original discipline or non-teaching area, however, the seniority accrued in the original discipline or non-teaching area will be maintained.
3. Alternate Work Assignments. Professional staff who are given approved release time for work inside or outside of their discipline or non-teaching area, accounting for less than fifty percent (50%) of their annual workload, shall continue to accrue seniority in the original area in which they were hired.

b. Faculty Provisions.

1. For faculty, the faculty member must teach/work fifteen (15) or more credit hours per academic year in that discipline to accrue one (1) year of seniority.
2. In those instances where a faculty member teaches/works in more than one (1) discipline, accrual of seniority in the additional discipline will be one

(1) year for every fifteen (15) workload hours taught/worked in said discipline. The workload hours referred to herein may be accrued from year to year to obtain the fifteen (15) workload hours required for a year of seniority.

3. Seniority in a Supervisory Title. A faculty member who holds a supervisory title within their discipline, accounting for more than fifty percent (50%) of their annual workload, shall continue to accrue seniority in the discipline they were initially hired as well as in the supervisory title.

c. Non-Teaching Professional Provisions. In addition to accruing seniority in a non-teaching area, non-teaching professionals shall also accrue seniority by title within the non-teaching area. A non-teaching professional staff member must work at least fifty percent (50%) of his/her work year in that title to accrue seniority.

d. Professional staff members who perform coaching duties as part of their full-time load will, for the purposes of this article, have their coaching duties counted as part of their assignment to their primary discipline, or non-teaching area.

e. Disciplines and Non-teaching Areas in Which Seniority is Determined.

1. The disciplines within which seniority and retrenchment will be determined are as follows:

<u>Disciplines</u>	<u>Teaching Areas</u>
1. Art	Art
2. Business	Business, Computer Information Science, Economics, Entrepreneurship, Sports and Events Management
3. Criminal Justice	Criminal Justice

4.	Health & Physical Education/Recreation	Health & Physical Education, Massage Therapy, Wilderness Recreation
5.	Human Services	Direct Support Professional, Human Services
6.	Humanities	Drama, English, French, Humanities, Music, Philosophy, Spanish
7.	Life Sciences	Biology, Chemistry, Earth Science, Environmental Science
8.	Mathematics/Physics	Mathematics, Physics
9.	Nursing	Nursing
10.	Radiologic Technology	Radiologic Technology
11.	Social Sciences	Anthropology, Education, History, Political Science, Psychology, Sociology

2. The following NTP titles and derivatives, such as Senior, Assistant, and/or Associate, shall be the areas where seniority may be accrued:

<u>Non-Teaching Areas</u>	<u>NTP Titles</u>
1. Athletics	Director of Athletics Athletic Facilities Manager Athletic Programs Assistant
2. Business Office	Bursar
3. Admissions/Enrollment & Financial Aid	Counselor Director
4. Information Technology (IT)	Coordinator IT Specialist

	Program Analyst Dean of IT
5. Learning Assistance Center	Coordinator
6. Library Services	Librarian Library Director
7. Registrar's Office	Registrar
8. Student Life	Coordinator Director
9. Second Chance Pell	Coordinator Director
10. Grant-funded Programs	Coordinator Director

3. In the event there are specific issues related to accrual, or the application, of seniority that cannot be resolved operationally, a joint committee composed of two members appointed by the NCCCAP President and two members appointed by the College President will investigate and propose a remedy.

8.2 Retrenchment/Reduction of Staff.

- a. Upon determination by the College of the need to retrench program(s), positions or reduce staff, an '8.2 Committee' will be activated. Potential committee members shall be identified by November 1, or later if agreed upon by the College President and NCCCAP President. The 8.2 Committee will consist of six (6) members as follows:
 1. Three (3) members appointed by the College President; and
 2. Three (3) members appointed by the NCCCAP President.

- b. The 8.2 Committee will determine its chair who will speak for the committee regarding requests, scheduling of meetings, and other committee-related activities.
The committee may also decide to appoint a member as notetaker.
- c. The 8.2 Committee will meet with the College President within fifteen (15) calendar days after the identification of committee members to:
 - 1. Identify the proposed retrenchment plan, with documentation, and discuss the need to retrench program(s), position(s), or reduce staff;
 - 2. Discuss the effect upon the College; and
 - 3. Discuss alternatives to retrenchment of program(s), position(s), or reduction of staff.
- d. The 8.2 Committee will meet as often as necessary to provide a written response to the Administration's proposed retrenchment plan by the following February 1; specifically responding with their rationale to each position and/or programs proposed for retrenchment and where possible, alternative proposals to mitigate/address the Administration's rationale that led to a declaration to retrench.
- e. After discussing alternatives to retrenchment with the committee and reviewing the committee's written response, the College President will provide the 8.2 Committee with the final version of the retrenchment plan with program(s), position(s), or staff reductions identified, as necessary.
- f. Notice of Retrenchment. Faculty on term or continuing appointment shall be notified on or before March 1 for a fall semester retrenchment and on or before July 1 for a spring semester retrenchment, and for NTP staff on term or continuing appointment not less than six (6) months prior to the effective date of retrenchment.

- g. Order of retrenchment. Affected full-time professional staff within a given discipline or non-teaching area as described above shall be retrenched in the inverse order of their accrued seniority (as defined in Section 8.1); provided the remaining professional staff members in the discipline or non-teaching area have the qualifications to teach the courses or perform the duties remaining and required. Consistent with the foregoing, the order of retrenchment shall be:

Faculty	NTP
1. Adjunct Appointments	Part-time Appointments
2. Temporary Appointments	Temporary Appointments
3. Term Appointments	Term Appointments
4. Continuing Appointments	Continuing Appointments

- h. Qualifications. For the purpose of this article, a professional staff member will be considered qualified to teach courses or perform other required non-teaching duties if the member has taught the coursework or performed the duties within ten (10) years of the date of retrenchment, was qualified at that time, received satisfactory evaluations, and the College determines that the professional staff member possesses the qualifications for teaching the coursework or performing the non-teaching duties as set forth in the most recent job announcement.
- i. Displacement Rights. In the event that a full-time professional staff member's position is eliminated through retrenchment in that professional staff member's discipline, non-teaching area or title, the member shall be given priority consideration for existing vacant full-time positions and then adjunct or part-time assignments in other disciplines or non-teaching areas, provided the professional

staff member is qualified and shall have the right to displace the least senior person in any discipline, or non-teaching area for which the professional staff member is qualified and has greater accrued seniority. A professional staff person may waive this right to displace a less senior professional staff member at his/her discretion.

j. Rights of Retrenched Professional Staff. Professional staff retrenched under these provisions shall be considered on an “Involuntary Leave Without Pay” for a period of up to two (2) calendar years beyond the effective date of retrenchment. Such professional staff shall retain the following rights:

1. The retrenched professional staff member shall have all rights as if on voluntary leave without pay (Article IX).
2. The College will support one hundred percent (100%) of retraining tuition costs less fees for up to two (2) years while on “Involuntary Leave Without Pay” status if the retraining occurs at North Country Community College. If retraining occurs at a different institution, the College will support the retraining tuition costs up to a maximum of fifty percent (50%) of the current annual NCCC tuition rate for up to two (2) years while on “Involuntary Leave Without Pay” status.
3. Professional staff on continuing status who are retrenched shall, for the period of up to two (2) years, have a right to be recalled to a position in a discipline for which the professional staff member has seniority rights. Recall shall be in inverse order of retrenchment. Notice of recall shall be in writing, forwarded by Registered or Certified Mail, and addressed to the last address filed in the Human Resources Office to the retrenched professional

staff member. If the professional staff member fails to respond in writing within three (3) weeks of receipt of notice of recall indicating acceptance thereof (or within four (4) weeks of mailing thereof) the professional staff member shall be deemed to have refused recall and the College shall have no further obligation to him/her. Upon recall from retrenchment, a professional staff member will have restored all rights and status held prior to retrenchment.

4. No new appointment shall be made within the discipline or non-teaching area while there are available professional staff on “Involuntary Leave Without Pay” who have seniority rights in that discipline.

k. The determination by the College of the need to reduce staff shall not be grievable or arbitrable hereunder.

8.3 Termination.

a. General Provisions.

1. The Board, upon recommendation of the College President, may terminate a professional staff member’s employment for just cause such as: incapacity, retrenchment, failure to improve through a performance improvement plan, or egregious acts/behavior.
2. Professional staff members whose employment is terminated should speak with Human Resources about any retained benefits.

b. Reasons for Termination.

1. Incapacity. Professional staff who are unable to carry out the requirements of their position due to incapacity, may be provided with unpaid leave status (see Section 9.8).
2. Retrenchment. If a professional staff member is not recalled and the involuntary leave without pay extends beyond two (2) years, the professional staff member's employment is considered to be terminated.
3. Progressive Discipline. Termination of employment is generally the last step of progressive discipline (see Article X) after a professional staff member has failed to meet the requirements of a Performance Improvement Plan (PIP) or a serious incident has occurred during the PIP period (see Section 10.6.d.1).
4. Egregious Acts/Behavior. Termination of employment can also occur when a professional staff member is involved in a serious offense that warrants immediate termination (see Section 10.6.d.2).

ARTICLE IX – LEAVES

9.1 Sick Leave.

- a. All full-time professional staff shall accrue two (2) sick days per month worked in a given calendar year. Sick leave can be used for personal or familial illness or disability. This sick leave shall be cumulative to one hundred eighty (180) days.
- b. When a bargaining unit member is absent from work due to illness or disability for five (5) or more consecutive work days, a qualified medical provider's note

verifying the member's inability to come to work may be required upon the member's return.

9.2 Sick Leave Bank.

- a. Each full-time professional staff member shall contribute five (5) days from his/her sick leave accumulation reserve for each of the first five (5) years of his/her employment. Contributed days will be placed in a "Sick Leave Bank" established to aid full-time professional staff who suffer prolonged illness and whose sick leave accumulation has been exhausted.
- b. A full-time professional staff member with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.
- c. A full-time professional staff member with more than three (3) years of service at the College may be permitted, on written application and adequate justification to draw up to one-hundred and twenty (120) days against the Bank after his/her own accumulation has been exhausted, but only for illness of a prolonged nature.
- d. When withdrawals from the Sick Leave Bank are requested, a committee composed of three (3) members shall be responsible for the administration of the Sick Leave Bank. Two (2) members will be appointed by the NCCCAP President and one (1) member will be appointed by the College President.
- e. By September 30, the College will provide NCCCAP with a summary of the total accumulated days of sick leave in the Sick Leave Bank, including any additions and/or withdrawals from the previous year.

- 9.3 Family and Medical Leave. The Family Medical Leave Act (FMLA) entitles eligible employees to take unpaid job-protected leave for specified medical reasons. Benefits under FMLA shall be provided pursuant to law. The College's current policy and FMLA forms are available through Human Resources. Please refer to Section 6.5b for information related to health insurance coverage while on FMLA.
- 9.4 Bereavement Leave. On the approval of the appropriate Area Supervisor, a full-time professional staff member may be given leave, up to five (5) working days per year, for death in his/her immediate family, without loss of pay, which leave shall be deducted from available current sick leave. The College President may grant special or additional paid bereavement leave under unusual circumstances which, in his/her judgment, justifies such an exception.
- 9.5 Personal Leave. On the approval of the appropriate Area Supervisor, the professional staff member has up to four (4) days personal leave per year without loss of pay, which leave shall be deducted from available current sick leave. Said personal leave shall be, when possible, applied for at least twenty-four (24) hours in advance of departure. Approval will not be unreasonably withheld.
- 9.6 Voluntary Leave Without Pay. After one (1) year of continuous service and upon request by the professional staff member, recommendation of the College President, and approval of the Board, a full-time professional staff member may be granted a leave of absence without pay for any period of up to one (1) year. Professional staff members seeking a voluntary leave without pay should speak with Human Resources about any retained benefits. Please refer to Section 6.5b for information related to health insurance coverage while on a voluntary leave without pay.

9.7 Sabbaticals.

- a. Only professional staff having continuing appointments are eligible for sabbaticals.
- b. The objectives of a sabbatical are to support the professional growth of the professional staff member (i.e. teaching and/or scholarship) while at the same time enriching their department and increasing the individual's value to the College.
- c. Personal benefits resulting from a sabbatical should be paralleled by the benefits to be received by the College community.
- d. Professional staff members interested in pursuing a sabbatical will need to complete an 'application packet', consisting of a Sabbatical Leave Request and Sabbatical Proposal Application, available through the Human Resources Office.
- e. Each candidate must submit his/her application packet no later than twelve (12) months prior to the date for which he/she is requesting sabbatical to begin. Under extenuating circumstances, the College President may consider an application packet submitted within twelve (12) months of the sabbatical start date.
- f. Written application for sabbatical shall be addressed directly to the College Sabbatical Committee (c/o President's Office) with a copy to the Immediate Supervisor which in turn shall solicit the opinions and recommendations of the appropriate Area Supervisor.
- g. The College Sabbatical Committee shall be composed of three (3) members selected by NCCCAP and three (3) members appointed by the College President. This Committee's recommendations will be forwarded to the Board by the College President with his/her recommendations for final decision.

- h. The College Sabbatical Committee will forward its recommendations to the College President no later than one (1) month after receiving the application packet.
- i. The College President will present the College Sabbatical Committee's recommendations to the Board together with his/her recommendations no later than one (1) month after receiving the College Sabbatical Committee's recommendations. Candidates will be advised of the Board's action within two (2) Board meetings after receipt of the College President's presentation.
- j. A sabbatical may not exceed a full year. A professional staff member shall receive for each month of approved leave, two-thirds ($2/3$) of that month's salary plus eligible benefits (compensation). An approved leave may be granted for any period of one (1) semester, one (1) full academic year, or one (1) calendar or fiscal year (NTP only), depending on the number of leaves requested and granted and upon the available funds that year.
- k. A successful candidate for sabbatical must contract to return to the College for at least one (1) year. If he/she fails to return, the compensation will be considered to be a loan which shall be reimbursed to the College on the basis of a loan repayment schedule at the prime interest rate as published in the Wall Street Journal on the date of notification of non-return.
- l. If the recommendation of the College Sabbatical Committee is positive and the College President or the Board rejects such recommendation, upon written request, the College President will provide the applicant with written reasons for said rejection.

9.8 Leave Due to Incapacity. The Board, upon recommendation of the College President and upon written medical advice, including, if requested by the professional staff member, medical reports from the professional staff member's doctor(s), may place a unit member on an unpaid leave status at any time during the school year for mental or physical incapacity which prevents such person from adequately performing his/her duties. Said leave may continue for up to twelve (12) months following such action at which time the Board, upon recommendation of the College President and upon appropriate written medical advice, may either extend said unpaid leave status, or terminate the professional staff member's employment.

- a. The professional staff member may, at his/her option,
 - 1. Utilize accumulated sick leave credit and apply for additional paid leave time under provisions of the Sick Leave Bank, as provided for in this contract; and/or
 - 2. Request Family Medical Leave.
- b. Such professional staff member at his/her request in writing, made within thirty (30) working days of Trustee action, shall have the right to a hearing before the Trustees or a committee thereof. Said hearing will occur within twenty (20) working days of request and shall follow Article XI, Section 11.3 (Procedures).

ARTICLE X – PERFORMANCE IMPROVEMENT PROGRAM

10.1 Background.

- a. Progressive discipline is a method often used by supervisors to provide notice to professional staff who are not meeting expected or communicated College job

performance standards, not behaving appropriately at work, or are not following College policies and procedures. The intent of progressive discipline is to help professional staff improve their performance, facilitating success and productivity. Progressive discipline provides supervisors with a consistent and fair process for handling disciplinary issues and protects the legal rights of the professional staff member and the College. Supervisors should contact and work with the Human Resources Office when determining the level of discipline, if any, which may be required.

- b. The guidelines that are provided in this document are intended to assist supervisors in understanding the progressive discipline process and implementing it in accordance with applicable equal employment opportunity (EEO) laws.
- c. Included in these guidelines are useful definitions, examples of professional staff performance and/or behavioral issues that may require implementing progressive discipline, descriptions of the steps typically used in the process, and recommended guidelines for supervisors when implementing progressive discipline.

10.2 Definitions.

- a. Progressive discipline shall be defined as a process or method that attempts to address and correct a professional staff member's work performance or inappropriate workplace behavior by providing clear and constructive feedback through a series of increasingly formal steps. The process typically includes one or more of the following steps: verbal counseling(s), written warning(s), a Performance Improvement Plan (PIP), successful completion of the PIP, and/or termination of employment.

- b. Consistent with Article 4.10, retaliation shall be defined as an adverse action taken by the College against a professional staff member because s/he engaged in protected activity including opposition to unlawful employment practice(s) or participating in an employment discrimination proceeding by filing a charge, testifying, assisting, or participating in an investigation, proceeding or hearing involving employment discrimination.
- c. Wrongful discharge shall be defined as termination from employment for reasons that are in violation of the law (for example, terminating a professional staff member based on his/her race), in violation of public policy, in breach of an implied contract, or firing a professional staff member in bad faith.

10.3 Examples of Issues That May Be Subject to Progressive Discipline.

- a. The following is a non-comprehensive list of professional staff issues that may be subject to progressive discipline. Depending on the nature and severity of the issue(s), some of the following issues may subject a professional staff member to immediate termination. Whenever this article is inconsistent with other provisions in this Agreement, the other provisions take precedent over this article. All members of the bargaining unit are encouraged to speak with the NCCCAP President on issues related to this article.
 - 1. Inability to meet deadlines
 - 2. Poor quality of work
 - 3. Insufficient quantity of work
 - 4. Excessive absences
 - 5. Excessive tardiness

6. Falling asleep on the job
 7. Substance abuse
 8. Violation of the Maintenance of Public Order policy
- b. Supervisors should use reasonable judgment to decide if an issue on the above list or other issues that arise may require implementing progressive discipline. Supervisors should contact the Human Resources Office for assistance in determining if a professional staff member issue requires progressive discipline.
- 10.4 Unauthorized disclosure of confidential College information. No professional staff member is authorized to disclose employee or student information protected under federal and state privacy laws and regulations.
- 10.5 Investigations. Recognizing that “gag orders” are not permitted, it is important that professional staff do not engage in behavior that potentially obstruct a College investigation. Professional staff interviewed as part of any College investigation regarding alleged employee and/or student misconduct reserves the right to seek advisement with their union representative and/or legal counsel.
- 10.6 Steps of Progressive Discipline. The following sections provide information on each of the steps typically used in the progressive discipline process. The supervisor should use reasonable judgment to decide what step or combination of steps, up to and including termination, should be used to address the issue(s) and work with the Human Resources Office when determining the level of discipline, if any, which may be required. For Steps 2 through 4, the supervisor shall advise the professional staff member of his/her right to request NCCCAP representation at any meetings regarding performance improvement and/or termination.

a. Step 1: Verbal Counseling(s).

1. A verbal counseling is generally the first step of progressive discipline. A verbal counseling is intended to be used by a supervisor to notify an employee that an improvement is needed in the professional staff member's work performance and/or behavior. This step is generally used for minor issues (e.g., not calling the supervisor as required if the professional staff member is arriving late to work).
2. The supervisor should meet privately with the professional staff member to discuss the issue. The supervisor should determine if the professional staff member was aware of the issue and allow the professional staff member to explain. As appropriate, the supervisor should be prepared to guide the professional staff member to use available external resources that may assist him/her in resolving the issue.
3. The supervisor should maintain written documentation regarding the issue, date on which the issue occurred, and the corrective action requested. At the supervisor's discretion and depending on the nature of the issue, a second verbal counseling may be given prior to giving a written warning.

b. Step 2: Written Warning(s).

1. A written warning is generally the second step of progressive discipline. A written warning provides notice to a professional staff member regarding continued work performance issues and/or inappropriate workplace behavior that have not been resolved after giving the professional staff member a verbal counseling (e.g., the supervisor has given a professional

staff member a verbal counseling about not calling when he/she will be arriving late to work and the professional staff member has not taken corrective action to resolve the issue).

2. The written warning should include information regarding the issue, date on which the issue occurred, and the desired performance and/or behavior expected from the professional staff member. For assistance in developing a written warning, the supervisor should contact and work with the Human Resources Office.
3. The supervisor should meet privately with the professional staff member to discuss the issue and to provide the written warning to the professional staff member. As appropriate, the supervisor should be prepared to guide the professional staff member to use available external resources that may assist him/her in resolving the issue.
4. Prior to the end of the meeting, the professional staff member should be asked to sign the written warning indicating that he/she has read and understands the warning. If the professional staff member refuses to sign the written warning, the supervisor should note this on the written warning. The original written warning should be placed in the professional staff member's personnel file and a copy provided to the professional staff member.
5. At the supervisor's discretion and depending on the nature of the issue, a second written warning may be given prior to implementing a Performance Improvement Plan.

c. Step 3: Performance Improvement Plan (PIP).

1. A Performance Improvement Plan (PIP) is generally the third step of progressive discipline. A PIP is a formal written plan used by the supervisor as a final attempt to resolve a serious issue that has not been addressed by the professional staff member after a verbal warning(s) and/or a written warning(s) have been given. The PIP is given for a specified time period, usually thirty (30), sixty (60), or ninety (90) calendar days. A supervisor should use reasonable judgment to decide the length of a PIP or contact and work with the Human Resources Office for assistance.
2. A PIP should include key information about the issue, including a prior verbal counseling(s) or written warning(s), the work performance and/or behavior issue that must be addressed and corrected during the PIP period, and the dates on which the professional staff member's work performance and/or behavior will be reviewed. For assistance in developing a PIP, contact and work with the Human Resources Office.
3. The supervisor and a representative from Human Resources should meet with the professional staff member and the NCCCAP President (or his/her representative) to discuss the issue and to provide the PIP to the professional staff member. Prior to the end of the meeting, the professional staff member should be asked to sign the PIP indicating that he/she has read and understands it. If the professional staff member refuses to sign the PIP, the supervisor should note this on the PIP and should date the document. The

original PIP should be placed in the professional staff member's personnel file and a copy provided to the professional staff member.

4. The intent of a PIP, as it is in all other progressive discipline steps, is successful resolution of the issue. Even if the professional staff member successfully meets the terms of a PIP, then that professional staff member can be subject to additional disciplinary action if the same or other performance and/behavior issues arise in the future. If a serious incident occurs while a professional staff member is on a PIP, the professional staff member may be subject to termination of employment.

d. Step 4: Termination of Employment.

1. Termination of employment is generally the last step of progressive discipline after a professional staff member has failed to meet the requirements of a PIP or for just cause, such as engaging in egregious acts/behavior during the PIP period.
2. Termination of employment can also occur when a professional staff member is involved in a serious offense that warrants immediate termination.
3. A termination letter is created by the appropriate supervisor in conjunction with the Human Resources Office. The supervisor shall meet with the professional staff member to discuss the termination and provide the termination letter to the professional staff member. The supervisor shall request that another person attend the termination meeting with them as a witness (e.g., a representative from the Human Resources Office, a

NCCCAP representative, or a vice president) and notify the NCCCAP President of the meeting and its purpose. The original termination letter shall be given to the professional staff member and a copy maintained in the professional staff member's personnel file.

- 10.7 Complaint Procedures. If a professional staff member believes that he/she has been subject to inappropriate disciplinary action, including discrimination or retaliation, the professional staff member's supervisor shall refer the professional staff member to Article XI – Grievance Procedures.

ARTICLE XI – GRIEVANCE PROCEDURES

11.1 Declaration of Purpose.

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of professional staff through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and are afforded adequate opportunity to dispose of their differences without the necessity of administrative agencies and/or the courts.

11.2 Definitions.

- a. A grievance is a claim by NCCCAP or a professional staff member or group of professional staff in the bargaining unit based upon a claimed violation, misinterpretation, misapplication or inequitable application of any clause of this contract.
- b. Aggrieved Party shall mean NCCCAP and/or any person or group of persons in the negotiating unit filing a grievance.

- c. The term Supervisor shall mean the appropriate Immediate Supervisor or other administrative officer to whom the aggrieved party reports in a direct line of supervision.
- d. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance hereunder.

11.3 Procedures.

- a. All grievances shall include the name(s) and position(s) of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the professional staff member(s) and NCCCAP.
- c. The preparation and processing of grievances, insofar as practicable, shall be conducted during non-employment hours and during the work year of the parties. If scheduled during working hours, professional staff shall be excused from duty without loss of pay. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- d. The College agrees to facilitate any investigation which may be required and make available any and all material and relevant documents, communications and records concerning the alleged grievance.

- e. The aggrieved party and/or their designated NCCCAP representative shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- f. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any party hereto against the aggrieved party, any representative, any member of the Professional Practices Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- g. Forms for filing grievances shall be as annexed hereto designated Schedule D.
- h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and retained by the College.
- i. Nothing contained herein will be construed as limiting the right of the alleged aggrieved party to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted without intervention of NCCCAP. While such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.
- j. Every professional staff member who brings a grievance hereunder has the right to be represented by a representative of his/her own choice except that said

representative cannot be a representative from a rival union. If NCCCAP is not chosen as the representative of the aggrieved party, it shall have the right to copies of all materials and decisions; and providing further, that Stage 3 of the grievance procedure shall be available only to NCCCAP and those aggrieved parties represented by it.

- k. Any grievance affecting a class of professional staff may, at the option of NCCCAP, be instituted at Stage 2.

11.4 Time Limits.

- a. For the purposes of measuring calculated days within specified time limits for grievance proceedings, periods of time outside the aggrieved party's contract year shall not count towards any time limits listed hereunder. Furthermore, the time limits specified for either party may be extended only by mutual agreement.
- b. No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available stage within twenty-one (21) calendar days after the aggrieved party knew or should have known of the act or condition on which the grievance is based. Professional staff members who do not file within the twenty-one (21) calendar days, as noted above, shall be deemed to have abandoned such grievance.
- c. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- d. Should the College fail to respond to a grievance in the time limits specified, the aggrieved party is permitted to move to the next stage of the grievance process.

- e. A grievance that arises outside the academic year will be deemed timely if it is filed on or before September 15.

11.5 Stages.

- a. Supervisor (Stage 1).

1. An aggrieved party will discuss the grievance with the appropriate Supervisor (defined here as the overseer of the source of the complaint), either personally and/or by its representative(s), with the objective of resolving the matter informally. If the grievance cannot be resolved informally, it shall be reduced to writing (see Schedule D) and presented to the Area Supervisor. If the aggrieved party submits the grievance through its representative(s), the aggrieved party may be present during the discussion of the grievance. If the grievance concerns a decision made by the aggrieved party's Area Supervisor, the College will designate a different person to serve as the Stage 1 decision maker.
2. Within seven (7) calendar days after the written grievance is receipted by the Area Supervisor, the supervisor shall render a decision, in writing, and present it to the aggrieved party, its representative(s) and NCCCAP.
3. At the point a grievance is initially filed, and contingent upon mutual agreement of the parties, a fourteen (14) calendar day cooling off period shall take effect staying the written response referenced in 2 above.

- b. President (Stage 2).

1. If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under the grievance

procedure, the aggrieved party shall, within seven (7) calendar days, present the grievance to the College President.

2. Within seven (7) calendar days after receipt of the appeal, the College President, or his/her duly authorized representative shall upon request hold a hearing with the aggrieved party and its representative(s).
3. The College President shall render a decision in writing to the aggrieved party within fourteen (14) calendar days after the conclusion of the hearing.

c. Arbitration (Stage 3).

1. If the aggrieved party and/or NCCCAP is not satisfied with the decision at Stage 2, and NCCCAP determines that the grievance is meritorious and that appealing it is in the best interest of the College, NCCCAP may submit the grievance to arbitration by written notice to the College President within fourteen (14) calendar days of the decision at Stage 2.
2. Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Lise Gelernter

Ira Lobel

Louis Patack

Jay Siegel

Timothy Taylor

3. When a demand for arbitration has been filed with the College President, representatives of the parties shall contact the next arbitrator scheduled to

serve in order to arrange a hearing date. If that arbitrator is unable to schedule a date for hearing within sixty (60) calendar days of his or her appointment, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing date within sixty (60) calendar days of his or her appointment. That person shall serve as arbitrator and shall have full powers to hear and determine the matter as provided in this Agreement.

4. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
5. The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
6. The decision of the arbitrator shall be final and binding on the parties hereto.
7. The costs for the service of the arbitrator, including expenses, if any, will be borne equally by the College and NCCCAP.

11.6 Grievance Procedure for Dismissal.

- a. A professional staff member alleging that his/her dismissal involves any claimed violation of this Agreement shall have the right to appeal such dismissal pursuant to this grievance procedure commencing at Stage 2.

- b. In the processing of grievances for dismissal, the burden of proof shall be upon the Administration to show adequate cause for its action.
- c. Upon the filing of a grievance for dismissal, and at least seven (7) calendar days before the hearing at Stage 2, the College shall present reasonably detailed and formally written charges to the aggrieved party.

ARTICLE XII – MISCELLANEOUS PROVISIONS

- 12.1 The College shall be responsible for preparing the final copy of the Agreement. The College shall email a signed copy of the Agreement to each member of the bargaining unit and shall make the Agreement available on the College's website.
- 12.2 The NCCCAP President will be provided with one (1) copy of the official Board packet prior to the upcoming Board meetings.
- 12.3 Labor management meetings shall be held at the request of either the NCCCAP President or the College President at a mutually agreed time and location; each party may choose two (2) representatives unless otherwise mutually agreed.
- 12.4 Travel for College Business.
 - a. Professional staff shall complete and submit a travel expense form indicating mileage and note thereon any vehicle malfunction on each instance of use of a College vehicle.
 - b. Professional staff shall be permitted to use their personal vehicles on authorized College business. Current reimbursement rates, policies and request forms are on the College website.

- 12.5 Professional staff shall be provided the opportunity for direct deposit of payroll checks to the bank of their choice.
- 12.6 Academic Regalia. The College shall provide academic attire for full-time professional staff for required functions in accordance with protocol.
- 12.7 Outside Employment. A professional staff member may have outside employment as long as it does not impair his/her effectiveness as a professional staff member as determined by the appropriate Area Supervisor.
- 12.8 Negotiation Procedures. The Agreement is the entire agreement between the parties, terminates all prior agreements and understandings, and concludes all collective negotiations during its term, except as expressly stated or otherwise provided in this Agreement.
- a. In the event that either party wishes to enter into negotiations for a successor agreement, that party shall notify the other party no later than December 1 prior to the expiration of the Agreement.
 - b. The College and NCCCAP will present relevant data, exchange points of view and make proposals and counterproposals. As soon as available, the College will provide NCCCAP with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The College President will also make available to NCCCAP, for inspection, all pertinent records, data, and information of the College.
- 12.9 At such time as the need arises to select a College President, the NCCCAP President and three (3) other bargaining unit representatives, as selected by the membership of NCCCAP, will become members of the search committee.

12.10 Tuition Waivers.

a. The College shall allow full-time and retired professional staff members, their spouses or domestic partners, dependents, children and grandchildren free tuition or equivalent for not more than a total of thirty (30) credit hours or non-credit hour equivalents each year on a space available basis. College approval of tuition waivers is contingent upon receipt of satisfactory documentation, including, but not limited to, birth certificates and court orders declaring domestic partners and/or jointly-filed tax returns for domestic partners. Any and all courses must be taken at times that do not conflict with the professional staff member's responsibilities.

b. For purposes of this section, non-credit hour equivalents are defined as follows:

1 credit hour = 15 contact hours

2 credit hours = 30 contact hours

3 credit hours = 45 contact hours

c. Any individual non-credit course which is fifteen (15) contact hours or less will be equivalent to one (1) credit hour. Any non-credit course consisting of between sixteen (16) and thirty (30) contact hours will be equivalent to two (2) credit hours. Any non-credit course consisting of between thirty-one (31) and forty-five (45) contact hours will be equivalent to three (3) credit hours.

12.11 Personnel Files. The College shall maintain only one (1) personnel file for each professional staff member, with the exception of the performance log maintained by his/her immediate supervisor. Upon reasonable notice, but not to exceed one (1) calendar week, to the Human Resources Office, professional staff shall have the right to review the contents of their personnel file during College business hours. Professional staff have the

right and shall be permitted to review the entire contents of the personnel file except for confidential pre-employment recommendations. Professional staff shall have the right to place a reply of reasonable length to any material or correspondence in their file and shall have the right to have a NCCCAP representative present during such review. Upon written request, professional staff will be given copies of all material in the personnel file except pre-employment information and non-evaluative documents.

12.12 Academic Freedom.

- a. The College agrees to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, faculty members may without limitation, discuss their own subject in the classroom; they may not, however, claim as their right the privilege of discussing in their classroom controversial matters which have no relation to their subject.
- b. The principle of academic freedom shall be accompanied by a corresponding principle of responsibility.
- c. In their role as citizens, professional staff have the same freedoms as other citizens. However, in their extramural utterances, professional staff have an obligation to indicate that they are not institutional spokespersons.

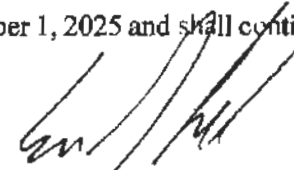
12.13 Copyrights, Patents, and Intellectual Property. Upon written notice from NCCCAP, a Labor-Management Task Force shall study and issue a report recommending policies regarding copyrights, patents, and intellectual property.

12.14 Prison Education Program (PEP, formerly Second Chance Pell – SCP). Upon written notice from NCCCAP or the College, a Labor-Management Task Force shall study and

issue a report recommending policies or a Memorandum of Understanding (MOU) regarding compensation for PEP-related training, orientation, and teaching incentives.

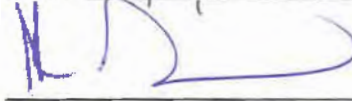
ARTICLE XIII – DURATION OF AGREEMENT

This contract shall be effective as of September 1, 2025 and shall continue in effect through August 31, 2028.



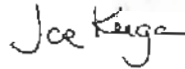
Chairperson, Board of Legislators,
Franklin County

Dated: 9/18/2025



Chairperson, Board of Supervisors,
Essex County

Dated: 10/27/25



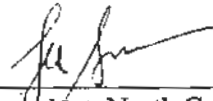
President, North Country Community College

Dated: June 5th, 2025



Chairperson, Board of Trustees,
North Country Community College

Dated: June 5th, 2025



President, North Country Community College
Association of Professionals

Dated: 6/9/2025

SCHEDULE A

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name, First, Middle Initial

Division

Address

TO: President, North Country Community College

Pursuant to Chapter 392, Laws of 1967, I hereby designate that North Country Community College Association of Professionals as my representative for the purpose of collective negotiations, and hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to NCCCAP indicated below the dues as certified by NCCCAP. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with the authorization and relieve the Board and all their officers from any liability therefor. This authorization shall be continuous while employed in this College or withdrawn by written notice.

NCCCAP Employee Signature

Date

cc: Human Resources/Payroll

SCHEDULE B

NORTH COUNTRY COMMUNITY COLLEGE

20____ Semester Course Preference Form

This form is to be completed by the full-time faculty and returned to the immediate supervisor.

PART I – COURSE PREFERENCE(S) (Check if submitting to more than one department ☐)

- A. Listed below are the courses(s) that I prefer to teach during the ____ semester; by check ☐ I have noted the course or courses I would like to teach on a voluntary overload basis if such assignments are available.

Course Number	Section Number	Schedule Day/Time	Voluntary Overload
			☐
			☐
			☐
			☐
			☐

- B. Meeting with immediate supervisor (check one)

- ☐ I wish to have a meeting with my immediate supervisor to discuss my (Spring/Fall) semester course preference(s).
- ☐ I do not wish to meet with my immediate supervisor to discuss my (Spring/Fall) semester course preference(s).

PART II – COURSE SCHEDULE PREFERENCE

My preference(s) and the reasons therefor in regard to the meeting days and/or times for the courses to which I will be assigned during the _____ semester are as follows:

I acknowledge that the College reserves the right to make the final decision with regard to meeting times and courses taught consistent with the agreement.

Date

Full-time Faculty Member

SCHEDULE C

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS

Salary Schedule – Steps 1-24

2025 – 2028

	A	B	C	D
STEP	8/31/2025	2025-2026	2026-2027	2027-2028
1	42516			
2	43923	45366		
3	45331	46801	47683	
4	46738	48238	49136	50029
5	48146	49673	50591	51501
6	49554	51109	52044	52973
7	50961	52545	53498	54444
8	52370	53980	54952	55917
9	53777	55417	56405	57389
10	55184	56853	57860	58860
11	56592	58288	59313	60333
12	57999	59724	60766	61805
13	59408	61159	62220	63276
14	60815	62596	63673	64748
15	62223	64031	65129	66219
16	63631	65467	66582	67693
17	65038	66904	68036	69164
18	66446	68339	69490	70636
19	67853	69775	70943	72109
20	69260	71210	72397	73580
21	70669	72645	73850	75052
22	72076	74082	75303	76523
23	73485	75518	76758	77995
24	74892	76955	78211	79468
25		78390	79667	80939
26			81120	82412
27				83884

SCHEDULE C

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS

Salary Schedule – Steps 25-45

2025 – 2028

	A	B	C	D
STEP	8/31/2025	2025-2026	2026-2027	2027-2028
25	76298			
26	77707	79824		
27	79114	81261	82572	
28	80523	82696	84027	85354
29	81930	84133	85480	86827
30	83337	85569	86935	88298
31	84746	87004	88388	89772
32	86152	88441	89841	91243
33	87560	89875	91296	92714
34	88968	91311	92748	94188
35	90375	92747	94203	95658
36	91784	94183	95657	97130
37	93191	95620	97110	98602
38	94599	97055	98565	100074
39	96006	98491	100018	101547
40	97413	99926	101472	103018
41	98822	101361	102925	104491
42	100229	102798	104378	105962
43	101637	104234	105833	107433
44	103045	105670	107286	108906
45	104452	107106	108741	110378
46		108541	110195	111850
47			111648	113322
48				114793

SCHEDULE D

NORTH COUNTRY COMMUNITY COLLEGE ASSOCIATION OF PROFESSIONALS
SARANAC LAKE, NEW YORK 12983

STATEMENT OF GRIEVANCE

Grievance No.: _____

Date: _____

Stage: _____

Aggrieved Party: _____

Position: _____

Nature of Grievance: _____

Redress Sought: _____

Grievant

Chair, Grievance Committee

(3 copies)

(Retain one copy)

cc: NCCCAP President
College President