

**AGREEMENT**

**BETWEEN**

**ONTARIO COUNTY BOARD OF SUPERVISORS,**

**FINGER LAKES COMMUNITY COLLEGE,**

**AND**

**FINGER LAKES COMMUNITY COLLEGE – GRADE**

**September 1, 2018 – August 31, 2021**

This Agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between the Ontario County Board of Supervisors and Finger Lakes Community College Board of Trustees (hereinafter referred to as the "Employers") and the Finger Lakes Community College – Greater Rochester Adjuncts Dedicated to Education (FLCC—GRADE), (hereinafter referred to as the "Union").

**ARTICLE 1  
PREAMBLE**

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote the College mission. The parties share in the commitment of the FLCC community to the achievement of optimal conditions for discovering and disseminating knowledge within an atmosphere of academic freedom, fairness, and individual and institutional accountability. The parties commit themselves to administer this agreement in such a way as to ensure that the above stated principles shall be best served.

WHEREAS, the Parties have conducted negotiations and reached agreement, now, therefore

The Parties have agreed as follows:

**ARTICLE 2  
RECOGNITION**

1. The Public Employment Relations Board has certified the Union, effective September 20, 2006, as the sole and exclusive collective bargaining representative for all adjunct faculty teaching credit bearing courses and paid by the College to provide such services at any of its campuses and satellite locations. Members of the bargaining unit shall be uniformly referred to as "adjunct faculty".

2. Expressly excluded from the bargaining unit are administrators, all active members of any other bargaining unit representing College or County Employees, all hourly employees, substitutes, and coaches coaching NJCAA team sports.

**ARTICLE 3  
MANAGEMENT RIGHTS**

1. The Board of Supervisors and the Board of Trustees, separately and collectively, hereby retain the sole right to manage the College, its business and services, including but not limited to the right to decide the number and locations of businesses, services, and teaching operations, the business, service and teaching operations to be conducted and rendered, including the methods used therein, the rights to control the buildings, real estates, materials, parts, tools, aides, machinery and all equipment which may be used in the operation of its business or in supplying services, the right to determine whether and to what extent the work required in operating the business and supplying the services shall be performed by employees covered by this agreement; the right to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

2. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

3. The above rights of the Board of Supervisors and the Board of Trustees are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the Board of Supervisors and the Board of Trustees. Any and all rights, powers and authorities held prior to entering this Agreement are retained by the Board of Supervisors and the Board of Trustees, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE 4  
DUES CHECK-OFF**

The Employers agree to deduct from the salaries of each employee covered by this Agreement an amount of money in payment of the uniform dues of the Union for any member of

the Union who has signed an authorized dues deduction form as provided by the Union and distributed to the Adjunct Faculty by the College.

Such authorization may be revoked by writing to the Human Resources Officer at any time. The dues payments will be made by payroll deductions in equal installments over the pay periods paid per semester.

The Union must inform the Human Resources Officer of the amount of dues to be deducted at least twenty-one (21) days prior to the commencement of the fall semester.

The Employers further agree to transmit said deductions to the Union each effective pay period. The Union hereby agrees to hold the Employer harmless for any and all liability or damages it may sustain as a result of making the payroll deductions provided for in this Article.

## **ARTICLE 5 AGENCY FEE DEDUCTION**

The content of this Article has been deleted in accordance with the United States Supreme Court decision in *Janus v. AFSCME*, 138 S. Ct. 2448 (2018).

## **ARTICLE 6 UNION RIGHTS**

### **1. Use of the Facilities:**

A. The Union shall have the right to use the College duplicating services, computer services, and inter-College mail system on a reasonable basis for Union business. It is mutually understood that the Union will reimburse the College for related duplicating costs.

B. The Union will be granted appropriate space needed to post items on the College's intranet site for unit members to view.

C. The College agrees to provide meeting space for Union meetings in accordance with College policies.

### **2. Union / Administration Relations:**

The College will provide the Union an agenda for all regular meetings of the Board of Trustees, as well as the Board meeting minutes from such meetings. The agendas will be provided to the Union President prior to the meetings. Availability of the Board Meeting agenda and minutes on the College's intranet site will satisfy the College's obligation to this Article.

3. **Access to Agreement:** The College agrees to make a copy of this Agreement available to all unit members.
4. **Bulletin Board:** The union may have a bulletin board in the Human Resources area. The board shall be identified with the name of the Union, and there shall be no defamatory or profane matter posted. The Union may post its materials on such board, and shall be responsible for all material placed on the board.

## **ARTICLE 7 NON-DISCRIMINATION**

Neither the College nor the Union shall discriminate against or in favor of any employee on account of race, religion, creed, national origin, political belief, sex, sexual orientation, marital status, disability, age, membership in, or non-membership in, the Union or activity on behalf of the Union.

In addition, the College will make available the Board of Trustees policies with respect to non-discrimination to any unit member requesting them.

## **ARTICLE 8 DISCHARGE WITHIN ACADEMIC SEMESTER OR SESSION**

No member of the bargaining unit who has taught for the College for an aggregate total of six (6) semesters / sessions shall be discharged within the Academic semester or session without just cause, subject to the following due process procedures:

**Step 1.** The College shall provide the bargaining unit member and the Union with a written statement of the charge(s) against him/her including the alleged facts upon which the proposed termination is based.

**Step 2.** The bargaining unit member shall have the right to submit a written response to the alleged charges to the Provost or his / her designee within five (5) work days. The Provost or his / her designee shall issue a written response to the bargaining unit member and the Union within (5) work days following the submission of the bargaining unit member's response to the charge(s).

**Step 3.** If the Provost upholds the termination decision, the bargaining unit member shall have the right to submit a written appeal to the President of the College, within five (5)

work days of receipt of the Step 2 written response. The appeal hearing shall be held within five (5) work days of the receipt of the appeal.

The decision of the President of the College shall be final and binding.

Note: All written and verbal communications concerning the discharge of a bargaining unit member shall remain strictly confidential between those individuals directly involved in any aspect of the due process procedure, to the extent provided by law. Nothing herein shall apply to the non-reappointment of any member for future academic semesters or sessions.

## **ARTICLE 9 EMPLOYEE RIGHTS**

When the College meets with a member of the bargaining unit on a one-to-one basis to discuss his/her work performance in the program in which he/she teaches, the individual employee shall have the right of Union representation upon his/her request.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

1. **Declaration of Purpose:** The College and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. This procedure is established so that such grievances may be resolved promptly.

2. **Definitions:**

A. **Grievance:** a controversy, complaint and/or a dispute between a bargaining unit member, a group of bargaining unit members and / or the Union, and the College arising out of, or relating to, a specific term or provision of this Agreement, or to the interpretation, application, breach or enforcement thereof, and/or a violation of law, rules, practices or policies of the dual employer: the College and the County. Discharge of a bargaining unit member during the academic semester or session is expressly excluded from the grievance procedure provided in this Article. Article 8 is the sole contractual due process procedure for the discharge of bargaining unit members.

B. **Days:** shall mean working days.

3. **Step 1:** Within twenty (20) days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or

omission that is the subject of the complaint, an aggrieved unit member and/or his/her Union representative and the appropriate College Officer shall meet, informally, to discuss and resolve a grievance. No determination shall be made by the College Officer at the **Step 1** meeting which may diminish, amend or otherwise modify the provisions of this Agreement. The College Officer shall give his/her answer to the unit member and the Union representative within five (5) days of the initial meeting.

4. **Step 2:** If the grievance is not satisfactorily resolved at **Step 1**, it shall be reduced to writing on a grievance form setting forth the basis of the complaint, including the name of the Grievant(s), the date and details of the event, and the remedy requested. Such form shall be signed by both the Grievant(s) and the Union President or his / her designee.

In any event, the written grievance shall be filed with the College President within thirty (30) days from either the date of the occurrence or the date when the adjunct faculty member(s) and/or the Union knew or should have known of the act or omission that is the subject of the grievance.

The College President shall meet with the Grievant(s) and his/her Union Representative and all other parties in interest within ten (10) work days. Within ten (10) work days of the meeting, the President will render a written decision to the dispute to the Grievant(s) and the Union. The President's decision shall be final and binding upon the bargaining unit member and the Union.

The time limits may be extended by mutual agreement.

## **ARTICLE 11 COMPENSATION**

### **1. Definitions**

As used in this article, "semester" or "academic session" shall mean the Fall Semester or Spring Semester, and shall not include January or summer instructional sessions.

### **2. Pay Periods and Direct Deposits:**

The salary of each adjunct faculty shall be paid in equal installments on a biweekly basis. For returning adjunct faculty, payments will commence with the first full pay period in each semester / academic session. For new adjunct faculty, payments will commence

with the first full pay period in each semester, provided that all necessary payroll documents have been filed with the College by five (5) business days prior to the first day of classes. The Parties understand that the “first full pay period” as it applies to adjunct faculty shall be the first two (2) work weeks whose last day coincides with a pay date. In any case, adjunct\_faculty shall receive their first pay check no later than the end of the third full week of work.

Paychecks shall be made by direct deposit in the bank account so designated by the bargaining unit member. Any payroll deductions shall be made in uniform increments.

3. There are two levels of pay in recognition of longevity as an adjunct faculty member:  
Level I: Ten (10) or less aggregate semesters of teaching at the College;  
Level II: Eleven (11) or more aggregate semesters of teaching at the College.
4. Compensation for all courses taught shall be paid in accordance with the following rates per contact hour:

ACADEMIC YEAR

	2018-2019	2019-2020	2020-2021
	<u>Contact Hr Rate</u>	<u>Contact Hr Rate</u>	<u>Contact Hr Rate</u>
Level I	\$ 905	\$ 925	\$ 945
Level II	\$ 930	\$ 950	\$ 970

5. All instructional contact with individual students shall be compensated at the following rate per semester / session:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
<b>Individual Music</b>			
<b>Instruction/Student</b> Level 1	\$ 410	\$ 415	\$ 420
Level 2	\$ 420	\$ 425	\$ 430

The applied instructor will give twelve (12) forty-five (45) minute lessons to the assigned student(s). The applied instructor will also design and implement recitals and/or master classes as required for the applied course. The applied instructor will also be required to participate in a department-wide jury day as an adjudicator for any and all student(s) assigned to the instructor.

**ARTICLE 12  
PROFESSIONAL DEVELOPMENT FUND**

There shall be a professional development fund in the amount of \$5,000 for each year of this agreement. This fund may also be used for tuition reimbursement of up to 75% for approved credit bearing courses in accordance with the procedures established by the Adjunct Faculty Development Committee and Provost.

**ARTICLE 13  
JURY DUTY / COURT APPEARANCE**

Subject to applicable law, an adjunct faculty member selected for Jury Duty or subpoenaed for a court proceeding to which he/she is not a party shall receive paid leave while attendance is required by the court during the time the adjunct was scheduled to teach. Bargaining unit members on such leave shall remit to the College all remuneration received for jury duty, with the exception of money paid for the reimbursement of travel and parking. Adjunct faculty members requesting paid leave for such court appearances must notify their Department Chairperson and the Provost immediately upon receipt of said subpoena(s).

If an adjunct faculty member is selected for Jury Duty or subpoenaed before the beginning of the academic semester / session, such member shall inform the Human Resources Officer concerning his / her potential unavailability to fulfill his / her teaching contract. The adjunct faculty member will cooperate with the College in a request for deferral of jury duty whenever, in the College's judgment, such a request is necessary.

**ARTICLE 14  
BENEFITS**

1. **Tax Deferred Annuity Program:**

Adjunct faculty shall have the right to participate in the approved tax deferred savings program maintained by the College. The adjunct faculty member may request the payroll deduction of any voluntary employee contribution.

2. **Retirement Program Enrollment Option:**

To the extent permissible by law and SUNY regulations, bargaining unit members will be permitted to enroll in the New York State Teachers' Retirement System or Optional Retirement

Program. The adjunct faculty member may request payroll deduction of any required employee contribution.

3. **Tuition Waiver:**

After completion of four (4) semesters teaching at the College, and immediately following a semester of teaching, or during a semester of teaching, the adjunct faculty member or spouse or qualified dependent, may be permitted to register for one course or a maximum of three (3) credit hours on any College site, tuition free, provided space exists, upon approval of the Human Resources Officer or his / her designee. In the case of a full time student, a credit equivalent to three (3) credit hours shall be deducted from his/her tuition. A qualified dependent is defined as an employee's unmarried natural born or adopted child or step-child under the age of 26 residing at home.

To qualify for a tuition waiver, eligible employees and dependents up to age 26 must file applicable federal and state financial aid applications for each year of enrollment, unless they have previously attained a bachelor's or higher level degree. External state and federal financial assistance will be applied to reduce the total tuition bill before the tuition waiver is applied. In the case of FLCC scholarships or grants, the Tuition Waiver is applied first, before any other FLCC scholarships or grants.

4. **Liability Insurance:**

Members of the bargaining unit shall be covered by the College's liability insurance plan in the same amount as full-time faculty.

**ARTICLE 15  
UNION REPRESENTATION ON COLLEGE COMMITTEES**

Members of the adjunct faculty shall not be excluded from serving on college committees. Membership must be approved by the committee chair.

**ARTICLE 16  
SAVINGS CLAUSE**

Should any of the provisions of this Agreement, or the application thereof, be held invalid by a court of valid jurisdiction and/or an act of law, it shall not affect the validity of the remainder of this Agreement, or the application thereof, which shall remain in full force and

effect according to its terms in the same manner and with the effect as if such invalid portion had not originally been included herein.

**ARTICLE 17**  
**ADJUNCT FACULTY COURSE ASSIGNMENTS**

1. The College shall make a reasonable effort to notify returning adjunct faculty of their provisional course assignments for each succeeding semester / academic session prior to the commencement of the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system (WEB ADVISOR). Appointment(s) will be made after the close of regular registration, and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the "Teaching Assignment Notification" (TAN).
2. After the College has assigned an instructional load as stated in his / her TAN for that academic session, the adjunct faculty member may not be displaced from that teaching assignment except for insufficient enrollment.
3. The College will make a reasonable effort to notify new adjunct faculty of their provisional course assignments prior to the commencement of the start of classes for their first semester of employment with the College via a Provisional Adjunct Faculty Contract. When the new adjunct faculty member is assigned a course(s) in a succeeding semester the College will offer the adjunct faculty member an Adjunct Faculty Contract and will notify the adjunct faculty member of assignments for each succeeding semester / academic session prior to the start of classes by maintaining accurate and up-to-date teaching assignments in the College's faculty web interface with the enterprise resource information system (WEB ADVISOR). Appointment(s) will be made after the close of regular registration, and will be dependent upon sufficient course enrollment(s). Adjunct faculty will be notified of their teaching appointment(s) via the "Teaching Assignment Notification" (TAN).

**ARTICLE 18  
FULL TIME VACANCIES**

The College will notify the Union President in writing, when a full-time academic vacancy occurs or a new full-time academic position is created. Notice of vacancies will also be posted prominently on the College's website.

When a full-time vacancy occurs in the department in which the unit member is currently assigned, the unit member, if qualified in accordance with the advertised requirements of the position, will be considered for a job interview if that person applies for the position.

**ARTICLE 19  
GENERAL WORKING CONDITIONS**

1. All members of the bargaining unit will be provided access to a telephone and a computer.
2. Working conditions of adjunct faculty not specified in this Agreement are governed by the Faculty Handbook, as revised in 2015, and any subsequent revised editions. The College agrees to notify the Union and discuss any pending changes to the Faculty Handbook.
3. All members of the bargaining unit shall have the use of College duplicating services, computer services, and other equipment and services for all academic / College related duties, activities and projects at no cost.
4. The College shall make a reasonable effort to provide proper and professionally equipped educational facilities to meet the instructional needs of the adjunct faculty at all of its sites.
5. All Adjunct Faculty shall have access to a classroom safe working environment workshop at the beginning of each semester.

**ARTICLE 20  
INFORMATION FOR ADJUNCT FACULTY**

1. The College will hold at least one (1) orientation session at the commencement of each academic semester for adjunct faculty members scheduled to teach a course.

Adjunct faculty shall attend at least one session each year. The first session of each academic year is mandatory for all new Adjunct Faculty hires.

2. Adjunct faculty shall be provided with a copy of this Agreement at the time they are first employed.

## **ARTICLE 21 PERSONNEL FILES**

1. Only one (1) official personnel file shall be maintained for each adjunct faculty member by the College in the Human Resources Department, which shall be the only file utilized by the College in the event of a disciplinary proceeding.
2. Adjunct faculty shall have the right, upon request, to review the contents of his/her personnel file, with a union representative. If requested, the College shall furnish a copy of such personnel file to the adjunct faculty member at no cost. Pre-employment information is not available to be reviewed or copied.

## **ARTICLE 22 PERFORMANCE EVALUATION**

No formal performance evaluations of adjunct faculty members shall take place until the Parties have negotiated uniform evaluation procedures. A joint committee will be established with members appointed by the College and the Union with the charge of making formal recommendations for uniform evaluation procedures and forms / instruments to the Parties within six (6) months of the date of the final ratification of this Agreement. The Parties agree to commence negotiations for the final evaluation procedures and forms / instruments to be used in evaluating adjunct faculty within three (3) weeks of receipt of the committee's recommendations.

## **ARTICLE 23 COMPENSATION FOR ONLINE COURSES**

### Online Course Development

For the purposes of this agreement, online courses shall be defined as the offering of any credit course through the SUNY Online Course Delivery System in which the

instructor is physically separated in time or space from some or all of his/her students. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and the process by which online learning courses are planned, developed, scheduled, conducted, and revised as well as additional professional development rests solely with the Provost, who may delegate such tasks as is appropriate.

1. No unit member shall be required to teach an online course.
2. Adjunct faculty who develop a new online course will be permitted to teach said courses at least twice before another faculty member (full-time or adjunct) is selected to teach the same course, providing the adjunct faculty member desires to teach the course and is available to do so. In the case where two or more adjunct faculty have developed the same course, the decision on who will teach in subsequent semesters will be made by the Provost or designee.
3. During the semester in which an online learning course is developed, adjunct faculty will be compensated in the form of a cash payment at the appropriate adjunct faculty rate. Cash stipends for course development will be paid over the pay periods during the semester in which the course is developed.
  - a. Compensation for the development of SUNY Online Course Delivery System courses will be equal to the number of contact hours of the course being developed.
  - b. Such compensation shall apply only when the adjunct faculty member is developing a course which will be carried on the SUNY Online Course Delivery System for the first time or when the adjunct faculty member is substantially revising a course which has already been presented on the SUNY Online Course Delivery System. The determination as to whether an existing SUNY Online Course Delivery System course is in need of substantial revision shall be made by the Provost in consultation with the Assistant Vice President of Academic Technology and High Impact Practices, appropriate department chair, and appropriate adjunct faculty member. The determination shall be made prior to the assignment of the course to that adjunct faculty member.
  - c. Final assignment of SUNY Online Course Delivery System courses is made at the discretion of the Provost, in consultation with the appropriate department chairs.

4. If an online course is cancelled the first time it is offered, the adjunct faculty member who has been paid for the course development will commit to offering the course for each of the next three semesters or until the course has enough students to run, whichever comes first.
5. In subsequent semesters, the Provost will confer with the course instructor and the appropriate department chair to establish the maximum number of students who will be admitted to each online course.
6. Enrollments in online courses shall not exceed the usual and customary numbers of students enrolled in similar courses taught in a traditional classroom setting on the College campus.
7. The adjunct faculty member who develops the online course will retain the copyrights to the outline, assignments, discussion questions, lecture notes, and other course materials, which items shall become the intellectual property of the adjunct faculty member. In recognition of the financial assistance provided by the College for the development of the course, the College shall have a royalty-free, unrestricted license, in perpetuity, which shall entitle the College to use, edit, and update said materials at no cost to the College. The College, however, may not sell said materials to a third party without the written consent of the adjunct faculty member. The adjunct faculty member shall hold the college and the county harmless for any claims of infringement by the adjunct faculty member in the development of the course, and the College and county shall make a good faith effort to assist the adjunct faculty member, as owner of the copyright to the course, in protecting that copyright against infringement by others.
8. The College agrees to provide adjunct faculty with the following support in the development and presentation of online learning courses:
  - a. The College will provide appropriate hardware and software to the adjunct faculty member during the development and presentation of online courses as needed by the individual.
  - b. The College will ensure that opportunities for appropriate training are available for adjunct faculty members which are necessary for online course delivery.

9. This agreement shall apply to online course activity only and shall not be construed as setting a precedent for any other area of the academic program.

## **ARTICLE 24 SYNCHRONOUS COURSE OFFERINGS**

- A. For the purposes of this agreement, a Synchronous Course shall be defined as a course which is taught to more than one campus center synchronously by an individual adjunct faculty member. The Parties to this agreement recognize and acknowledge that the responsibility and authority for establishing the criteria for and process by which courses are selected to be offered synchronously rests solely with the Provost, who may delegate such tasks as is appropriate.
  1. No adjunct faculty member shall be required to teach a Synchronous Course.
  2. Adjunct faculty who teach Synchronous Courses will be permitted to teach said course at least twice before another faculty member (full-time or adjunct) is selected to teach the same course, providing the adjunct faculty member desires to teach the course a second time and is able to do so.
  3. The College agrees to provide adjunct faculty with the following support in the development and presentation of Synchronous Course offerings:
    - a. The College will provide appropriate hardware and software to the adjunct faculty member during the development and presentation of the Synchronous Course.
    - b. The College will provide appropriate support to the adjunct faculty member during the presentation of the Synchronous course. This may include, but is not limited to: technical support during the meeting time of the course; support for distributing, collecting, and returning assignments in the course; and support for making announcements to students in the event that the technology is not working appropriately.
    - c. The college will ensure that opportunities for appropriate training are available.
  4. During the semester in which a Synchronous Course offering is being developed, adjunct faculty will be compensated in the form of a cash payment at the applicable adjunct faculty rate. Cash stipends for course development will be paid over the pay periods during the semester or session in which the course is developed.

- a. Compensation for the necessary development of a Synchronous course will be equal to one contact hour.
  - b. Such compensation shall apply only when the adjunct faculty member is developing a course which will be taught synchronously for the first time. This clause applies to the adjunct faculty-course pair and does not imply that other adjunct faculty will not be compensated for offering the same course as a Synchronous Course offering in the future, nor that an adjunct faculty member who has taught a Synchronous Course will not be compensated for developing additional, different courses to be taught as Synchronous Course offerings.
  - c. Final assignment for developing Synchronous Course offerings is made at the discretion of the Provost, in consultation with the appropriate Department Chair in keeping with the provisions of this agreement.
- B. This agreement shall apply to Synchronous Course activities only and shall not be construed as setting a precedent for any other area of the academic program.

**ARTICLE 25  
LABOR RELATIONS COMMITTEE**

A joint committee of College administration and FLCC-GRADE leadership will meet regularly to discuss issues such as, but not limited to: professional development, the assignment of desks and office space to adjunct faculty, mentors for new adjunct faculty, on-line/directory listing of adjunct faculty, and communications with adjunct faculty.

**ARTICLE 26  
PAST PRACTICES**

Adjunct faculty benefits that have been established by past practice, specifically wages, hours and conditions of employment, which are not in conflict with this Agreement, and which are not specifically provided for in this Agreement, shall remain in effect until changed by written policy statement from the President of the College. Whenever such a policy statement is under active consideration by the President, the Employers shall meet and confer with the Union prior to the finalization of the policy. If the President decides to issue such policy statement,

he/she shall state his/her reasons for any major policy change, and shall provide ten (10) days written notice to the Union in advance of the effective date of any such policy change.

**ARTICLE 27  
DURATION OF AGREEMENT**

This Agreement shall take effect on September 1, 2018, and shall remain in full force and effect until August 31, 2021.

**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.**

**COLLEGE:**

\_\_\_\_\_  
Geoffrey Astles, Chairperson of the Board  
of Trustees, Finger Lakes Community College

\_\_\_\_\_  
Date

**COUNTY:**

\_\_\_\_\_  
John F. Marren, Chairman

\_\_\_\_\_  
Date

Ontario County Board of Supervisors

**UNION:**

\_\_\_\_\_  
Robert L. Leopard  
FLCC - GRADE President

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me came Geoffrey Astles, to me known, who being duly sworn, did depose and say that he is the Chairperson of the Board of Trustees of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2020 before me came Robert K. Nye, to me known, who being duly sworn, did depose and say that he is the President of Finger Lakes Community College, the educational institution described in and which executed the foregoing instrument; that he knows the seal of said institution; that the seal affixed by order of the Board of Trustees of said institution, and that he signed his name thereto by said order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS:

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me came John F. Marren, to me known, who being duly sworn, did depose and say that he resides in the Town of Victor, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument;

that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by like order.

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Notary Public

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2020 before me came Brian Young, to me known, who being duly sworn, did depose and say that he resides in the Town of Hopewell, County of Ontario, New York; that he is the Interim County Administrator of Ontario County, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by said order.

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Notary Public

STATE OF NEW YORK)  
COUNTY OF ONTARIO) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2020, before me came Robert L. Leopard, President of the Finger Lakes Community College GRADE, to me known and known to me to be the individual described in and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

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Notary Public