COLLECTIVE BARGAINING AGREEMENT
Between

Rockland Community College Adjunct Faculty Association
and
The Board of Trustees of Rockland Community College

September 1, 2001 to August 31, 2003

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ARTICLE I – RECOGNITION

The County of Rockland and the Rockland Community College recognize the Rockland Community College Adjunct Faculty Association (“Association”) as the exclusive bargaining unit for all employees of the College in a collective bargaining unit including all adjunct faculty; excluding, however, all other employees including elected Rockland County officials, other employees already members of another Rockland County bargaining unit, and Rockland County Community College managerial/confidential employees.
ARTICLE II – GRIEVANCE PROCEDURE

1. Definitions

A. “Grievance” shall mean a claim by a unit member, group of unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. “Supervisor” shall mean the appropriate immediate supervisory officer responsible for the area in which an alleged grievance arises.

C. “Grievant” shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

D. “Days” are work days.

2. Procedures

A. A grievance shall include the name and position of the grievant, the particular section(s) of the Agreement alleged to have been violated, and a statement of the nature of the grievance and the redress sought.

B. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions and supporting reasons thereof.

C. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Association within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within ten (10) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.

D. The time limits specified herein may be extended only by mutual agreement.

E. A grievance brought by the Association may be submitted directly at Stage 2.
F. The preparation and processing of grievances may be conducted during working hours and, if so, the grievant and employees who are involved shall be excused from duty without loss of pay or benefits.

3. Stages of Grievance Procedure

A. Stage 1 – Cluster Chair

A grievance must be filed in writing within thirty (30) days of the event or knowledge of the event giving rise thereto and will be discussed with the appropriate supervisor with the objective of resolving the matter informally. If the matter is unresolved, a decision shall be in writing and rendered within ten (10) days of presentation. If the grievance is filed by an individual, the Association shall be made aware of its filing, and no settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.

B. Stage 2 – Vice President

If the grievance is not resolved at Stage 1, the Association may, within ten (10) days, file a written appeal with the appropriate Vice President or Division Director. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within ten (10) days after the receipt of the appeal, a date for a conference shall be set, such conference to commence within five (5) days thereafter. The Vice President or Division Director shall render a decision in writing within ten (10) days after the conclusion of the conference. A copy of the decision at Stage 2 will be provided to the Association.

C. Stage 3 – President

If the grievance is not resolved at Stage 2, the Association may, within ten (10) days, file a written appeal of the decision at Stage 2 with the College President. Copies of the written decision at Stage 2 shall be submitted with the appeal. Within ten (10) days after receipt of the appeal, a hearing date shall be set, such hearing to commence within fifteen (15) days after the receipt of the appeal by the College President. The College President or designee shall render his/her decision within ten (10) days after the conclusion of the hearing. A copy of the Stage 3 decision shall be provided to the Association.

D. Stage 4 – Binding Arbitration
If the grievance is not resolved at Stage 3, the Association may make a demand for arbitration within twenty (20) days of the decision at Stage 3 to the American Arbitration Association.

The parties shall be bound by the Voluntary Rules of the American Arbitration Association.

The selected arbitrator will submit his/her decision not later than thirty-five (35) calendar days from the close of the hearing. The arbitrator’s decision shall be in writing, setting forth his/her findings of fact, reasoning and conclusions and shall be final and binding upon all parties.

The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Association.

The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement.

ARTICLE III – ASSOCIATION DUES AND DEDUCTIONS

1. Dues

A. Pursuant to the plans certified by the Association as any members thereof shall individually and voluntarily authorize in writing, the College shall deduct from the salaries of the employees the regular Association membership dues at agreed-upon intervals and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing, delivered to the College between September 1 and 15 of any year, and the College shall promptly notify the Association of the receipt of any such revocation.

B. The Employer agrees, in accordance with Section 208.3 of the Public Employees’ Fair Employment Act, to deduct from the salary of any employee who is not a member of the Association, but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association provided that the Association establish and maintain a procedure providing for the refund of any part of such Agency Shop Fee in accordance with applicable law.

2. NYSUT VOTE/COPE

Upon presentation of written authorization, the College shall make payroll deductions for NYSUT VOTE/COPE.
3. Indemnification

The Association shall indemnify and hold harmless the College, and its officials and employees from any cause of action, claim, loss, or damage incurred as a result of the College’s deduction from employees pursuant to this Article, provided, such deductions are done consistent with instructions given the College by the Association, and provided that such indemnification and hold-harmless provision does not include any legal fees that the College may incur.

ARTICLE IV – PERSONAL LEAVE

Adjuncts shall receive one paid personal leave day per semester. Such day, however, shall not be provided for Winter or Summer sessions. In the event that the unit member is aware of an impending absence, the member will provide notice to his/her immediate supervisor as soon as he/she is aware of the necessity for such absence. However, if the personal day is used for unanticipated illness or emergency, notice shall be given as soon as possible.

ARTICLE V – COURSE TUITION WAIVER

Adjunct Faculty covered under Article I of this Agreement shall be entitled to a waiver of tuition costs for credit courses taken by them, their spouse, or their dependent children at Rockland Community College upon completion of any 4 semesters of adjunct teaching (including Winter and Summer sessions). This benefit shall be available in the semester following the fulfillment of the teaching requirement, and for each academic year thereafter, provided the adjunct has taught at least one semester in the previous academic year. There shall be a limit of 36 total credits per adjunct family per academic year. Once the adjunct is no longer eligible, he or she must serve the 4 semester teaching requirement to regain eligibility.

ARTICLE VI – FACILITIES

1. Office Space

Effective September 1, 1998 the College shall provide to the Association, for its exclusive use, office space on the grounds of the main Campus of the College.

2. Bulletin Board
The College shall provide a bulletin board for the exclusive use of the Association. The bulletin board shall be located next to the Association office.

ARTICLE VII – MISCELLANEOUS

A. In the event that Adjunct Faculty will receive their first paycheck of the semester later than four weeks after the start of that semester, the College will contact the President of the RCC Adjunct Faculty Association and will advise him/her of the reasons for the lateness of pay within a reasonable time after the College has such knowledge.

B. The College shall provide to the Association 300 copies of the Collective Bargaining Agreement within 90 days of the signing of the Agreement.

ARTICLE VIII – UNIT MEMBER RIGHTS

1. Personnel Files

A member of the unit shall be provided a copy of any adverse evaluation or communication placed in his/her personnel file within 5 days of insertion into the file and be given an opportunity to respond to same in writing. Such responses shall be included in the personnel file. Unit members shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file, and, upon request, the College shall furnish a copy of any file material to the unit member.

2. Discipline for Cause

In the event that a bargaining unit member is disciplined for cause, he/she shall receive a reason for such action in writing. The member will be entitled to request a meeting with the President of RCC or his/her designee in order to discuss such action. The member shall be entitled to have union representation at such meeting.

3. Academic Freedom

A. Each faculty member covered by this agreement shall be entitled to full academic freedom as defined
and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:

(i) The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(ii) The faculty member is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce in his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

(iii) The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When one speaks or writes as a citizen, one should be free from institutional censorship or discipline, but one’s special position in the community imposes special obligations. As a person of learning and an educational officer, one should remember that the public may judge one’s profession and institution by one’s utterances. Hence, one should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that one is not an institutional spokesperson.

ARTICLE IX – SALARIES AND HEALTH INSURANCE

1. A. Salary – The following represents per credit hour compensation:

September 1, 2000 to August 31, 2001 $623.00

September 1, 2001 to August 31, 2002 $642.00

September 1, 2002 to August 31, 2003 $661.00

B. Longevity will be implemented effective September 1, 1999. Any adjunct who has served for 4 years at Rockland Community College as an adjunct shall be entitled to an additional $40 per credit hour. Any adjunct who has served for 9 years at Rockland Community College as an adjunct shall be entitled to an additional $40 per credit hour (for a total longevity payment of $80). A year shall be defined as any 2 semesters, which shall include winter and summer sessions. Credit for longevity shall include all service.

C. Librarians, lab instructors and nurses shall receive an increase in their hourly rate over the rate that they were being paid on August 31, 2000, of:
September 1, 2000 to August 31, 2001 3%

September 1, 2001 to August 31, 2002 3%

September 1, 2002 to August 31, 2003 3%

2. A. Adjunct faculty members who have taught at least six (6) credit hours in each of three (3) consecutive semesters (exclusive of the summer or winter semesters) immediately prior to applying for participation in the County of Rockland Health Insurance Program are initially eligible to join that health insurance program at their own cost and expense. Eligibility for participation shall cease upon the participant’s failure to teach one or more courses with a value of at least three (3) total credit hours in any spring semester. Eligibility for participation shall cease upon the participant’s failure to teach one or more courses with a value of at least three (3) total credit hours in any fall semester. In either such case, an employee must meet the initial eligibility requirements in order to again become a participant. In no event shall learning contracts, tutoring, mentoring, advising or other teaching activities that have not traditionally been considered by the College as part of a regular faculty load, be considered in the calculation of courses or credits necessary for eligibility.

B. Participants must pay the required premium to the County of Rockland in accordance with instructions issued by the County of Rockland Insurance Department and such payments shall be made quarterly, in advance, no later than the 15th day of the month prior to the beginning of the period of coverage.

C. An adjunct faculty member who participated in the health insurance program and is no longer eligible to participate, may continue his/her coverage under COBRA by remitting the premium payment plus the administrative charge as required under the law provided that individual is not otherwise eligible for coverage by another employer. Currently COBRA provides for a two percent (2%) administrative charge payment. The health insurance coverage provided to County employees may be modified by the County without the concurrence or approval of the participating adjunct faculty member or Association.

D. An employee’s employment as an adjunct faculty member during the eighteen (18) months preceding March 30, 2001 (the date of execution of the memorandum of agreement that led to this agreement), shall be included in the calculation of whether the employee has taught six (6) credit hours in each of three (3) consecutive semesters (exclusive of the summer or winter semesters).
E. In the event that an adjunct, who has contracted with the College to teach six (6) or more credits (where initial eligibility is in issue) or three (3) or more credits (where continued eligibility is in issue), is unable to complete his or her contractual obligations due to health or other emergency reason which qualifies him or her for a Leave of Absence (under the normal policies of the College as they may exist from time to time), then such absence shall not be considered a break in the eligibility period, as long as that absence does not last for more than one Spring or one Fall semester.

ARTICLE X – TERM

This Agreement shall be effective September 1, 2000 to August 31, 2003, and from year to year (9/1 – 8/31) thereafter unless either party notifies the other, in writing, on or before 1 May 2003, or the same date in any subsequent year, of an intent to renegotiate the Agreement.

ARTICLE XI – 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.

Rockland Community College  Rockland Community College
Date: 7/01/01                        Adjunct Faculty Association
                                      Date: 6/28/01

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George Hamada                        Shane Burd