NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS

NCCFT

LOCAL 3150

Affiliated with New York State United Teachers,
AFT, AFL-CIO and NEA

CONTRACT
September 1, 2022
to
August 31, 2025

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CERTIFICATION OF REPRESENTATION
AND ORDER TO NEGOTIATE

The Nassau Community College Federation of Teachers, formerly the Faculty Senate of Nassau Community College, having petitioned this Board for recognition and certification as the duly authorized employee organization to represent the public employees of the County of Nassau, in the unit hereinafter set forth, for the purpose of negotiating collectively on behalf of such employees with the County of Nassau, and Nassau Community College, as the public employer, in the determination of their terms and conditions of employment and the administration of grievances arising thereunder, and,

The Board, upon due consideration of such petition as well as all of the facts and evidence submitted in the course of a full hearing, conducted pursuant to Section VIII of the Rules of Procedure of this Board, and the findings and recommendations of the Hearing Officer made in connection therewith

IT IS HEREBY CERTIFIED THAT THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS, formerly the Faculty Senate of Nassau Community College, has been designated and selected by a majority of the employees of the above named public employer, in the unit specifically described below, as their representative for the purpose of collective negotiations and the settlement of grievances: (order effective 10/5/72 and as amended)

UNIT: All faculty /staff /personnel in the following categories:
Professor
Associate Professor
Assistant Professor
Instructor
Assistant to the Dean
TV Radio Producer Director
TV Radio Engineer
Technical Assistant I, II, III, IV
Administrative Assistant I, II, III, IV
Technologist I, II, III
Clinical Instructor
Associate Registrar
Assistant Registrar
Associate Director of Admissions
Assistant Director of Admissions
Administrative Assistant/Admissions
Counselor-Admissions/Registrar
Coordinating Counselor Admissions/Registrar
Coordinator Developmental Programs
Coordinator of Testing
Assistant Director Academic Advisement
Intramural Sports Director and Coordinator of
Well-being Recreation Programs

The following job titles are specifically excluded from said unit on the basis of their status as managerial and/or confidential:

President
Executive Vice President
Assistant to President
Vice President
Dean
Associate Vice President
Assistant Vice President
College Comptroller
Personnel Officer
Director- MIS
Associate Dean
Assistant Dean
Director of Admissions

Director of Special Programs:
Administrative Services
Public Relations
Procurement
Fiscal Planning
Physical Ed. Complex

PREAMBLE

The County of Nassau, through Nassau Community College, is engaged in furnishing vitally important educational services to the public. This agreement seeks to assure the orderly and uninterrupted operations of the College by maintaining a harmonious relationship between the County and the College community.

Therefore, the County of Nassau, Nassau Community College, and the Nassau Community College Federation of Teachers, in consideration of the mutual promises and obligations herein assumed, enter into this Agreement on this 3rd day of November, 2023.

SECTION I
THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS

1-1 The Nassau Community College Federation of Teachers has been duly certified as the representative of the negotiating unit by an order of PERB dated November 1968, as amended, as the exclusive and unchallenged negotiating representative for collective negotiations with respect to rates of pay, salaries, hours, grievances and other terms and conditions of employment for all of its employees in the negotiating unit for the period of this agreement. During the period of this agreement, the County of Nassau and Nassau Community College agree not to negotiate with or recognize any other organization representing or claiming to represent employees within the employer-employee negotiating unit, as defined by Nassau County PERB.

1-2 No bargaining unit member may be reclassified or transferred to a position not included within the titles and classifications certified by the Nassau County PERB without his/her knowledge and written consent.

1-3 No non-unit person, except as provided herein, may assume any job assigned to the bargaining unit without the permission of the Union.

1-4 The Union shall be notified 15 days in advance of the assignment of all faculty released time projects. Notification shall include the nature of the assignment as well as the beginning and ending dates of the assignment.

1-5 The Union shall be provided with an office, intra-college phone service, and unrestricted intra-college mail service. Additionally, the Union shall have access to the College e-mail system subject to College policies applicable to all active employees.

1-6 The Union shall be granted 75 hours of released time in each academic year. Eighteen days released time to be assigned at the discretion of the President of the Union.

1-6.1 The names of such designees shall be supplied in writing to the President, no later than one month preceding the beginning of the semester for which released time is sought, unless due to a vacancy in the union office. In such event, the President will be notified within five (5) days of election/appointment of the new officer.

1-7 The Union shall have the right to schedule Union meetings and conduct official union functions on campus. It is understood that Union members shall not attend such meetings nor participate in such union functions during their regular work

schedule.

1-8 The President of Nassau Community College or his/her designated representative shall meet with the Executive Committee of the Union or their designated representative on matters of mutual interest at such times as is mutually agreeable.

1-9 The County agrees to deduct from the salaries of the members of the bargaining unit dues for the Union and transmit the monies, together with a report of deductions, to the Treasurer of the Union. However, no dues deduction shall be made until the Union has provided the County and College with a dues authorization signed by the employee on the form attached hereto and made part hereof as Appendix 2. The form may be modified upon mutual agreement of both parties. The Union shall certify to the County annually, in writing, the current rate of its membership dues. Checkoff shall take effect fifteen days after receipt of same by the County. The County agrees that it will not accord dues deduction or similar check off right to any other organization representing or purporting to represent employees in the negotiating unit, as defined by PERB.

1-10 The County and College agree to make available payroll deductions for tax deferred annuities with the following insurers: TIAA, Prudential, VALIC or VOYA, or any other insurers subsequently approved under Section 399 of the State Education Law.

1-11 Periodically, the parties agree to consider modification(s) of the bargaining unit as described at length in the aforementioned Certification of Representation and Order to Negotiate. Any such changes shall be reduced to writing and shall be deemed an amendment to this Agreement.

SECTION 2
DEFINITIONS

2-1 **Union -** means the Nassau Community College Federation of Teachers, Local 3150.

2-2 **Faculty* -** means an individual who is in the negotiating unit established by the Nassau County PERB and represented by the NCC Federation of Teachers.

Instructional Faculty - means both classroom and non-classroom faculty holding academic rank Professor, Associate Professor, Assistant Professor or Instructor.

Professional Faculty - means all faculty without formal academic rank.

Technologist - means a professional faculty member holding a certificate from a professional organization or having work duties requiring a high degree of technological or computer skill.

2-3 **Administration* -** means all other full-time professional employees of the College.

2-4 **Semester** - shall be as defined by the State University of New York, but shall in no event exceed fifteen (15) weeks of classroom instruction inclusive of examinations and registration. Semester shall be referred to as the "Fall" or "Spring" semester.

2-5 **County** - means the County of Nassau.

2-6 **Grievance** - means any complaint or dispute between parties hereto and agents of the parties or any faculty member or group of faculty members based on any event or condition affecting their terms and conditions of employment or the meaning, interpretation or application of this Agreement. It shall not include matters relative to faculty members which are reviewable under the by-laws of the Academic

Senate.

2-7 **PERB** - means the Public Employment Relations Board.

2-8 **Contact Hour** - means fifty (50) minutes of actual classroom instruction.

2-9 **Seniority** - Seniority commences from the date of the first appointment to a full-time departmental academic position (classroom or non-classroom) or a professional title within an academic department or a professional title in the professional faculty unit except as otherwise provided by contract. Seniority is not transferable to a new department or job category.

2-10 **Professional Appointment -** means probationary tenure track position.

*The definitions of Faculty and Administration are for the sole purpose of this document.

SECTION 3
WORK YEAR

3-1 **Classroom Faculty**

3-1.1 Classroom faculty appointments are normally for one (1) academic year, not exceeding two (2) regular semesters. In no case, however, is the actual year to exceed ten (10) months.

3-1.2 Each classroom faculty member, except new appointments, shall normally know his/her class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by the Departmental Personnel & Budget Committee.

3-1.3 Classroom faculty members are not normally required to be on campus prior to September 1.

3-1.4 **General Academic Advisement**

a) **Fall and Spring:** The duties and responsibilities of all classroom faculty members shall include student academic advisement for registration during each Fall and Spring semester. These academic advisement responsibilities shall be fulfilled within the faculty member's own department.

b) **Academic Advisement in Degree/Certificate Programs**: In addition to the academic advisement responsibilities performed in the Fall and Spring semesters, as set forth in Section 3-1.4(a) above, classroom faculty members in departments offering discrete programs of study (i.e., programs leading to a degree or certificate) may be assigned to provide advisement during two (2) four-hour time blocks during either the August or January advisement process at their Department's discretion. The Chair of each such department will assign faculty who have taught and/or have relevant experience in the degree/certificate program to these duties. The Director of Academic Advisement shall request the assignments from the Chair of each department and this information will be made available to students in advance of each advisement process.

c) Classroom faculty members in departments offering discrete programs of study who are not assigned to academic advisement with the department during the August and January advisement process and classroom faculty members in departments not offering discrete programs of study shall be required to post and hold additional office hours as set forth in Section 4-1.6 of this Agreement.

d) **Voluntary Academic Advisement:** Any classroom faculty member may apply to perform voluntary academic advisement in the Office of Academic Advisement for six hours per week for one (1) year (Fall and Spring). Interested faculty members shall submit an application to the Vice President of Academic Advisement, or his/her designee, on or before March 1st and shall be notified on or before March 7th if they have been selected to participate. Selected faculty shall receive three (3) contact hours of reassigned time per semester and must adhere to the reassigned time application deadlines determined by the Office of Academic Affairs. Voluntary academic advisement shall be in addition to the duties and responsibilities set forth in Section 3-1.4(a) and (b), above. This selection process shall be non-grievable.

3-1.5 **Scheduling of Classes -** Using established scheduling procedures, the College may start any class at any time during a semester, but all classes shall conclude at the end of the semester in which they start.

3-2 **Non-classroom and Professional Faculty**

3-2.1 The work year for non-classroom and professional faculty shall be from September 1 to the following August 31.

3-2.2 Non-classroom and professional faculty may be granted a leave of absence without pay between the dates June 1 and the next occurring Labor Day in any year, upon application to the appropriate supervising administrator, with the approval of the President. During such periods of leave, said employees shall receive no pay from the County of Nassau or the College, but the County shall continue to pay health and dental insurance benefits for each such employee during such periods of leave. This leave shall not be considered as an interruption of otherwise consecutive service.

3-2.3 Non-classroom and professional faculty are permitted twice per year to attend a 1.5 hour NCCFT Collegiate meeting.

3-3 **All Faculty**

3-3.1 **Meetings -** Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings during the semester.

3-3.2 **Attendance at Commencement -** Attendance at commencement exercises and other College sponsored functions is mandatory for all faculty of each department once every two (2) years, with a schedule that is established by each Department Chairperson and/or immediate supervisor. Faculty attending functions at Nassau Community College for which academic attire is required shall have the cost of said academic attire furnished by the College as stipulated in the contract.

3-3.3 **Reduced Work Load -** With the approval of the P&B Committee and the College Administration, faculty with five years of continuous service at the College may elect from 50% to 60% workload with proportionate reduction in pay, for one year at a time. This election may be for a Fall/Spring sequence and/or a Spring/Fall sequence. This election may not be made for two consecutive years. Additionally, a faculty member may elect (with the approval of the P&B Committee and the College Administration) the half workload option for one (1) semester. This reduction in workload will not affect any benefits the faculty member is entitled to as a full-time employee.

SECTION 4
WORK WEEK

4-1 **Classroom Faculty**

4-1.1 **Regular Contact Hours -** Each classroom faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week, with the exception of faculty in the Music Department assigned to individual (one to one) instrumental instruction. For that purpose, 75 minutes of instruction shall be counted as a 50-minute contact hour. No classroom faculty member, however, will be required to teach more than an average of 15 contact hours per week during any one school year.

4-1.2 **12 Hour Work Load -** Provided that notice in writing is given to the appropriate department Chairperson or, in the event there is no Chairperson and there is no acting Chairperson, then to the Academic Vice President, at least two months prior to the commencement of the school semester, up to 45 members of the classroom faculty may elect to teach only 12 contact hours that semester. The salary of each member of the classroom faculty electing to teach only 12 contact hours shall be reduced by a sum equal to seven and one-half percent (7.5%) of their annual salary then in effect for each semester in which such an election is made. If more than 45 members of the classroom faculty elect in writing to teach only 12 contact hours, then, and in that event only, an order of priority will be developed by the Union and the College Administration under which only 45 members of the classroom faculty in any one semester will be allowed to work a 12 contact hour schedule. The election to teach 12 contact hours above referred to may not be made by classroom faculty in departments which would be rendered incapable of operation by said election or where such election would cause the violation of any contract with the federal or state governments.

4-1.3 The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. A department's total offerings shall not be reduced because of the election to teach only 12 contact hour programs by its members.

4-1.4 Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the Fall semester 1971-72 Academic Year Program, which included three seminar hours. In no event, except as provided in the half-time option, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

In order to fulfill their seminar hours obligations under this section, each faculty member of the English Department shall be assigned by the English Department Chairperson to fulfill three (3) seminar clock hours in the following priority order: (i) assisting students in the writing center or in any English Department learning lab(s); (ii) tutoring students in reading and/or writing; and/or (iii) mentoring liberal arts students. In the alternative, a faculty member may volunteer to teach one (1) three (3) contact hour course to fulfill the seminar hour obligation.

Faculty members shall indicate seminar hour assignments on their schedule and submit a written report of his/her activity and student(s) being served to the

Department Chairperson. All seminar hour assignments shall be performed on campus.

4-1.5 Classroom faculty requesting to accept a part-time assignment (adjunct classroom, adjunct non-classroom, or any other part-time assignment at the College) which occurs after the start of the contractually defined day of 8:00 a.m.; or prior to the end of the contractually defined day of 5:30 p.m.; or, on the fifth day of the work week, may do so if:

- That employee's teaching schedule, office hours and other service commitments: a) end prior to the commencement of the part-time assignment, or b) begin after the completion of the part-time assignment; and
- That employee's teaching schedule, office hours and other service commitments have been established or recognized by the regular procedure of the department; and
- That employee's teaching schedule, office hours and other service commitments have been filed, as foreseeable, on the appropriate College form, with Human Resources at least thirty (30) calendar days prior to the start of the semester or part-time job assignment.

4-1.6 **Office Hours – Classroom Faculty**

a) In addition to the classroom hours, each classroom faculty member will be required to post and hold two and one half (2 1/2) office hours per week. In addition, those faculty members not performing academic advisement pursuant to Section 3-1.4(b) shall post and hold an additional four office hours per semester to be scheduled in the months of February, March, April, September, October and November. Email communications will not be used as a substitute for office hours. Office hours shall be scheduled according to the following:

- At least one (1) hour must be scheduled in a block with the remainder in periods of no less than 30 minutes.
- A faculty member may, with the prior approval of the appropriate Dean, post and hold one 30 minute period after 5:30 p.m. which may be performed on campus or remotely using the College's approved video conferencing platform.

b) Faculty shall reschedule missed office hours within a reasonable period of time, except when they are charged sick leave. Classroom faculty will also schedule an average of five (5) hours per week to satisfy their academic responsibilities to the College and the department.

4-1.7 Room assignments and departmental time schedules will be assigned equitably to all departments by the appropriate Dean. Within the individual departments, courses will be assigned by the Department Chairperson with the Personnel & Budget Committee or other designated elected department committee. These courses will be assigned to qualified personnel on the basis of seniority or any other method agreed to by the members of the department.

4-1.8 All off-campus and other course assignments, and credit courses taught via radio, television, or distance learning, shall be offered at the initiation of the department with approval of the Administration or at the initiation of the Administration as per normal scheduling practices in accordance with the terms and conditions of the NCCFT contract and the policies of the Academic Senate.

4-1.8.1 In addition, the following shall apply:

a) An off-campus course or a course taught via radio, television, or distance learning, shall be defined as any credit course normally offered as part of the college curriculum but which is taught at a location other than the College campus, or by radio, television, or distance learning. An off-campus course, or a radio, television, or distance learning course may be considered as part of the regular course load of the faculty member.

b) Faculty may be assigned to teach these courses as part of their regular course load on a strictly voluntary basis.

c) Should an off-campus course, or a radio, television or distance learning course fail to develop after assignment, as part of a regular schedule, the faculty member shall have three (3) regular semesters to teach an extra course or courses in order to make up the deficit. Should it become necessary or with the concurrence of the appropriate Dean, this assignment may be fulfilled during the evening or summer sessions.

d) On-campus office and advisement hours may be reduced proportionately for faculty teaching off-campus courses or radio, television, or distance learning courses so that faculty may schedule conferences for their off-campus students. This adjustment must be approved by the appropriate Dean.

e) On-campus schedules for faculty who also teach off-campus courses, radio, television, or distance learning courses, may be reduced to three (3) days with the approval of the appropriate Dean, but in no case shall a faculty member's on and off-campus schedule exceed four (4) days.

f) The mileage provision of the NCCFT contract shall apply for all off-campus teaching.

4-1.9 Teaching schedules will be assigned by the appropriate committee and chairperson in each department. The number of different instructional preparations each semester shall be kept to a minimum and shall not normally exceed three (3). Wherever possible, such schedules shall provide for a compact work week of no more than four (4) days, except on application of the individual faculty member to the Executive Committee of the Union and to the departmental Personnel & Budget Committee. A teaching schedule of less than four (4) days must have the approval of the appropriate Dean. Final schedules will be filed in the office of the appropriate Dean.

4-1.10 Whenever possible, time will be provided to classroom faculty in the normal work week for professional development. Classroom faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full-time at any other college or university.

4-1.11 **Advanced Standing/Nursing -** It is understood that teaching faculty in the Department of Nursing can serve on a voluntary basis as Advanced Standing Evaluators during the Fall and Spring semesters within the normal workday and work week. Such service will be during hours outside their normal teaching and/or office hours. In addition, with the approval of the Chairperson, Technical Assistants may serve as Advanced Standing Evaluators. Such service will be during

hours outside their normal work schedules.

4-1.11.1 During the Fall/Spring semesters such service shall not exceed eight (8) hours per week. During other periods, such service shall not exceed sixteen (16) hours per week. The rate of pay for such services shall be $60.00 per hour.

4-1.12 **Evening Observations -** If the College requests full-time faculty to evaluate evening faculty, they shall be paid $60.00 per evaluation.

4-1.13 **Program Coordinators** - When the College Administration deems it necessary for faculty members, as part of their assigned duties, to coordinate academic programs during the summer and/or beyond their normal workday, they shall be compensated at the rate of 1.67% per contact hour of the faculty member's full time academic rank at their current step. This compensation shall be included in the faculty member's annual maximum total of 18 contact hours and shall be at least 3 contact hours in any one semester. (Summer = 1 semester) All such assignments (summer and/or beyond the normal workday) shall be voluntary.

4-1.14 **Independent Study/Tutorial/Instruction** - Any faculty member wishing to teach an independent study/tutorial/instruction shall make such a request to the Department P&B Committee. If approved by the P&B Committee, the Chair shall forward this recommendation to the appropriate Dean for approval and assignment. For courses run as Independent Study/Tutorial/Instruction, the faculty member will be compensated at the rate of 1.67% of the individual's full-time academic rank at Step 1 per student, up to a maximum of three (3) students, though more than three (3) students may be in the course. A faculty member can teach a maximum of three contact hours of Independent Study/Tutorial/Instruction during the day in the regular fall and spring semesters of an academic year.

4-1.15 It is understood that while academic department P&B Committees have, under the terms of this contract, certain rights regarding the scheduling of hours, it is within management's prerogative to ensure that appropriate coverage in all departments is maintained and that the individual's schedule is not developed to accommodate any part-time position.

4-2 **Non-classroom and Professional Faculty**

4-2.1 Non-classroom and professional faculty shall work 33-3/4 hours per week within a schedule to be developed in accordance with contract provisions.

4-2.2 **All Purpose Leave** - Non-classroom and professional faculty will receive fifteen days per year of All Purpose Leave to be used as follows:

a. Self-directed professional development;
b. Traditional personal leave purposes; and
c. General leave.

Prior approval shall be required by means of the existing leave request form, except that five of the fifteen All Purpose Leave days may be used for traditional personal leave purposes without prior approval. None of these days may be carried over from year to year. In those cases where faculty attend professional meetings at the request of the College Administration or as a result of a subpoena issued in a court proceeding or by an agency created by the government or the courts in a suit against the College by a third party, no leave time will be charged.

4-2.3 **Emergency Days -** Non-classroom and professional faculty will receive up to five additional days to be used in the event the President of the College cancels classes

or declares an emergency for weather or other reasons. Effective September 1, 2014, the maximum amount of emergency days that may be utilized by non-classroom and professional faculty shall be seven (7) days.

4-2.4 **Bereavement** - All unit members shall be entitled to two (2) days of leave without loss of pay for death in the immediate family. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild and recognized domestic partner as defined by NYSHIP rules. Said leave shall not be chargeable to any other leave time.

4-2.5 **Work Schedule -** The normal work week for the non-classroom and professional faculty is 33-3/4 hours in five 6-3/4 hour days, Monday through Friday, commencing no earlier than 8:00 am and terminating no later than 5:30 pm with a minimum of 1/2 hour for lunch. Departmental coverage will be provided.

4-2.6 **Four-Day Work Week** - Each member of the non-classroom and professional faculty will have the option of requesting a four-day (4) work week, 33-3/4 hour week upon their request to the P&B Committee and the approval of the supervising Dean or Vice President in academic departments. Those non-classroom and professional faculty assigned to non-academic departments must make the request to the appropriate supervisor, with the approval from the appropriate Vice President. Said request will be granted or denied by the President at his/her discretion. (Four days, Monday-Friday, need not be consecutive.) A decision by the College to deny a request for this option may be processed only through Level III of the grievance procedure, terminating with mediation. During the period between Memorial Day and Labor Day, the College Administration can establish a four-day (4) work week on an institutional basis. Under this circumstance, an individual can either work the extended workday or may elect to use leave time to maintain the 6-3/4 hour day.

4-2.7 **Alternative Work Year** - Non-classroom and professional faculty shall have the option to request a work year based on a schedule of thirty (30) weeks at seven and one-half (7-1/2) hours per day, five days per week, and the remainder of the work year (22 weeks) at six and three quarter (6-3/4) hours per day, five days per week. The thirty (30) weeks shall cover the normal Fall and Spring semesters. Faculty may elect the accrued time optional work day of 7-1/2 hours on a one (1) semester basis. The additional accrued time shall be taken in the academic year in which it is earned. A decision by the College to deny a request for this option shall not be grievable.

4-2.8 Non-classroom and professional faculty requesting to accept a part-time assignment (adjunct classroom, adjunct non-classroom, or any other part-time assignment at the College) which occurs after the start of the contractually defined day of 8:00 a.m.; or prior to the end of the contractually defined day of 5:30 p.m.; or, on the fifth day for faculty members on a four-day work week schedule as set forth in Section 4-2.6 above, may do so if:

- That employee's normal scheduled workday, a) ends prior to the commencement of the part-time assignment; or b) begins after the completion of the part-time assignment; and
- That employee's normal workday has been established by the regular procedure of the department; and

- That employee's work hours have been filed, on the appropriate College form, with Human Resources at least thirty (30) calendar days prior to the start of the semester or part-time job assignment.

4-2.9 Non-classroom and professional faculty requested to work overtime by the appropriate supervising Dean or Vice President or Department Chairperson who is authorized by the appropriate Dean, shall be compensated at their straight time hourly rate of pay, not to exceed $60.00 nor be less than $16.50. Compensatory time must be used by December 31st of the following academic year. Compensatory time at the rate of time and a half may be given at the discretion of the supervising administrator only if requested by the faculty member. No faculty member shall be required to work overtime.

4-2.10 Professional and non-classroom faculty hired after February 1, 1975, may be employed by the College outside the normal work schedule, not exceeding 33 3/4 hours a week, five days a week. They must be so advised at the time of their initial hiring. Faculty employed after January 24, 1977 must be so advised in writing at the time of their initial hiring that their schedule may be varied.

4-2.11 For the purpose of determining non-classroom and professional faculty re-assigned time one contact hour of re-assigned time shall equal fifty (50) minutes. Non-classroom faculty shall be granted 2.25 clock hours for every contact hour of reassigned time.

4-2.12 It is understood that while academic department P&B Committees have, under the terms of this contract, certain rights regarding the scheduling of hours, it is within management's prerogative to insure that appropriate coverage in all departments is maintained and that the individual's schedule is not developed to accommodate any part-time position.

SECTION 5
WORK DAY

5-1 **Classroom Faculty**

5-1.1 Although all classroom faculty are normally required to be available for assignments each week day during the academic year between the hours of 8:00 a.m. and 5:30 p.m., this does not mean that they must be on campus between the aforementioned hours.

5-1.2 Teaching assignments shall normally be compact, not usually extending in any one day for longer than five (5) hours.

5-2 In the event of short term shifts in student needs, the following are two procedures which may be utilized to enable faculty to fulfill their required teaching load:

5-2.1 A faculty member who wishes to teach in another academic department due to insufficient contact hours in his/her own department must formally apply and be interviewed by the department. The decision of the P&B Committee is to be in writing and should indicate the duration of the appointment. Rejection by the P&B Committees should only be for reasons of professional qualifications. The appointment may be renewable. The maximum amount of shared time shall be nine (9) hours (which may be waived in unusual circumstances with the approval of the department involved, the Administration, and the Union).

a) During the period of time a faculty member is teaching in more than one

department and/or teaching outside his/her normal department, he/she is considered to be a member of the department in which he/she holds rank. Thus, the faculty member has no voting rights in the new department. The faculty member will also be observed during each semester that he/she is teaching outside the department in which he/she holds rank. Evaluation shall be only for the purpose of consideration of shared time in the future and shall not be considered for any other purpose.

b) In the case of a faculty member sharing a teaching load with the Department of English, the normal 15 contact hour load will be maintained with normal office hours. If, on the other hand, the faculty member teaches a complete program in the Department of English, the 15 contact hours will be as per contract for English faculty.

c) In the event a faculty member wishes to transfer on a permanent basis to a new department, the procedure and stipulations of the contract will be followed.

5-2.2 A faculty member may be assigned to evening and/or summer classes in order to fulfill his/her full-time teaching load.

SECTION 6
EARLY A.M. CLASSES AND ASSIGNMENTS

Should the College Administration offer sections or make assignments prior to 8:00 a.m., the sections will be taught by full-time faculty and the assignments performed by non-classroom or professional faculty on a voluntary basis as part of their regular work day. If full-time faculty are unavailable for such assignments, the College may assign such courses to part-time faculty. In the event classes so scheduled require preparation by Technical Assistants, such assignments shall be voluntary and begin no earlier than one-half (½ hour) prior to classes. In the event that such assignments are scheduled prior to 6:00 a.m., non-classroom and professional faculty shall be paid at the overtime rate for time worked prior to the start of the non-classroom or professional faculty's normal work day.

SECTION 7
DISTANCE EDUCATION

7-1 **Definition:** Distance Education is a planned teaching/learning experience in which the instructor and students are separated by physical distance and/or time, uses a wide spectrum of media to communicate, and supports regular and substantive interaction. Asynchronous and synchronous online courses and blended learning courses are subsets of distance education.

7-1.1 An Asynchronous course is any course in which the instructor is physically separated from his/her students in time and/or space and in which all of the course interaction (with the allowable exception of proctored midterm and final exams) takes place electronically via the Internet, using the College's Learning Management System (LMS).

7-1.2 A Synchronous course is any course in which all of the course interaction will be conducted through the use of video conferencing and will meet synchronously online during the assigned days and times listed in the schedule of classes. All course materials and assessments (e.g., PowerPoint, videos, weblinks, tests, and assignments) will be administered using the College's Learning Management System (LMS).

7-1.3 Three blended learning instructional models are available for distance education as follows:

7-1.3.1 A course which combines face-to-face classroom instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% face-to-face and 50% asynchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with a face-to-face and asynchronous online moderated experience.

7-1.3.2 A course which combines face-to-face classroom instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% face-to-face and 50% synchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with a face-to-face and synchronous online moderated learning experience.

7-1.3.3 A course which combines Asynchronous and Synchronous online instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% asynchronous and 50% synchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with an Asynchronous and Synchronous online moderated learning experience.

7-2 **Ownership of Course Materials**

7-2.1 A faculty member who develops course material as a project authorized or directed by the College shall not retain ownership of course outlines and general materials relating to the course. These materials are the sole property of the institution. Lecture notes and other instructor produced materials such as, but not limited to, discussion questions, course-specific applications, quizzes, and exams shall be considered the property of the instructor.

7-2.2 Distance education courses developed at Nassau Community College may not be offered at other institutions.

7-3 **Course Development**

7-3.1 Course development is recognized as either (1) creating a new distance education course or (2) converting or adapting an existing course to a distance education format. Development shall not include the sole use of preexisting materials to create or to teach a distance education course.

7-3.2 Academic departments must follow College policies and procedures to convert remedial and credit bearing courses and to develop new distance education courses. Where additional expenditures are required for development and/or where the College's educational programs will be modified or changed significantly, the Administration reserves the right to approve or disapprove the changes and/or expenditures.

7-4 **Support**

7-4.1 Faculty members shall be eligible for a $2,500.00 stipend for the development of a distance education course upon application to the Vice President of Academic Affairs. One Thousand ($1,000.00) Dollars shall be paid to the faculty member for the development and submission of the distance education course to the College

Wide Curriculum Committee ("CWCC"). One Thousand Five Hundred ($1,500.00) Dollars shall be paid to the faculty member after the course is approved by the CWCC.

7-4.2 The College shall provide training and technical support to faculty who are participating in distance education or have expressed an interest to do so. The commitment to training and technical support is not subject to grievance.

7-4.3 The College shall determine the learning management system to be used.

7-5 **Class Size**

7-5.1 Effective September 1, 2018, distance education and hybrid courses shall be treated the same as face-to-face courses for the purpose of determining maximum class size. The class size limits applicable to distance education and hybrid courses shall be the same as those applicable to the corresponding face-to-face courses.

7-6 **Evaluation**

7-6.1 Faculty members who teach distance education courses shall be evaluated in the same manner as classroom faculty. Evaluation of faculty members teaching one or more distance education courses shall be conducted in accordance with Section 16 of this Agreement.

7-7 **Course Assignment Methods**

7-7.1 It is the responsibility of the academic department to establish and review criteria for assignment of faculty to distance education courses. Faculty must meet College and Department qualifications for appointment and demonstrate evidence of proficiency to teach a distance education course.

7-7.2 Assignment to teach a distance education course shall be voluntary, unless required to meet full time load if otherwise qualified.

7-7.3 Full-time assignment to teach a distance education course shall follow existing contractual procedures. A faculty member who develops a distance education course or converts a course shall be given the right of first refusal to teach the course for the first two semesters that it is offered.

7-7.4 The College shall not sponsor a distance education course offered by any other institution or provide a reception site for any course that would compete with an NCC course currently being taught and/or listed in the College catalog.

7-7.5 Faculty are eligible to teach no more than 50 percent of their full-time yearly teaching load as distance education courses per academic year, with a maximum of two-thirds (2/3) of that 50 percent in any one semester. Seminar hours may not be used in these calculations.

7-8 **Office Hours**

7-8.1 Faculty who teach distance education courses may fulfill up to one hour of their office hours obligation off-campus. The distance education office hour schedule must be posted in the same way as other office hours. Faculty must be available at this time to provide instructional or other assistance.

7-9 **Privacy and Surveillance**

7-9.1 Access to distance education courses by the College shall be applicable and consistent with policies relating to classroom-based courses and the NCC policy on "Acceptable Use of Computer Resources and Electronic Communications."

SECTION 8
WEEKEND COLLEGE

8-1 Full-time classroom faculty may volunteer to teach part of their full-time schedule in the Weekend College (classes offered Friday evening after 5:30 pm through Sunday) subject to the following:

a) Faculty may teach only one day of the Weekend College.

b) Faculty teaching one day of the Weekend College shall be assigned the remaining courses of the full-time schedule on three (3) days of the week (Monday through Friday).

c) The administration may permit faculty to teach classes that meet more than one weekend day. In these circumstances, the administration shall provide to the NCCFT a rationale for those assignments.

d) Faculty may teach no more than six contact hours in the Weekend College.

e) Faculty who elect to teach both a day class and a Friday evening Weekend College class will only be permitted to count Friday as one day of their four-day week.

f) Faculty shall schedule a pro-rated portion of their required office hours (Section 4-1.6) as part of their Weekend College assignment.

8-2 In the event Weekend College classes require that Technical Assistants (TA's) or Technologists or any other unit member be available, such assignments shall be voluntary and subject to the following:

(a) Non-classroom faculty (as defined above) on a five day work schedule may not work more than 20% of their weekly schedule in the Weekend College;

(b) Non-classroom faculty (as defined above) on a four-day work schedule may not work more than 25% of their weekly schedule in the Weekend College.

8-3 All assignments in the Weekend College must conform to the provisions of the current contract unless otherwise specified.

SECTION 9
OUTSIDE ACTIVITIES AND PART-TIME EMPLOYMENT

9-1 The College recognizes an obligation to make available to the community the professional competence and technical knowledge of the faculty members. The potential value of such outside employment to the faculty and College is recognized.

9-2 Full-time employment by Nassau Community College shall be considered the primary employment of the individual who shall limit other compensated professional activity so as not to impair educational effectiveness. At the direction of either the appropriate Vice President or the appropriate Department Chairperson, a full-time faculty member may be asked to file a multiple position form detailing hours and other circumstances of other compensated employment. This form shall be reviewed by the appropriate Vice President and the appropriate Department Chairperson and Personnel and Budget Committee. In the event there appears to be a conflict with the responsibilities for primary employment or impaired educational effectiveness, the Department Chairperson, in conjunction with the department Personnel and Budget Committee and appropriate Vice President, shall attempt to resolve the conflict. If it cannot be resolved at this level, it shall become a Step 3

grievance procedure.

SECTION 10
STUDENT FACULTY RATIO

College-wide student-faculty ratio shall be 21.1/1.

SECTION 11
EQUAL EMPLOYMENT POLICY

11-1 As an equal opportunity employer, Nassau Community College shall not discriminate against any person because of race, color, religion, national origin, sex, age, sexual preference, disability, or marital status, except as such conditions constitute bonafide occupational or assignment qualifications.

11-2 The appointment policy of Nassau Community College shall comply with applicable provisions of federal, state and municipal laws and ordinances and the College's Affirmative Action Plan with respect to equal employment opportunity and non-discrimination in the rates of pay, hours, and terms and conditions of employment, including work assignments, educational and training opportunities, use of facilities, and opportunities to serve on committees or decision making bodies.

SECTION 12
ADMINISTRATORS TEACHING

12-1 Members of the Administration are encouraged to teach from time to time during the academic year, as long as such teaching does not interfere with their normal duties, subject to the following:

12-1.1 He/she must meet the minimum academic requirements of that department as determined by the department's P&B Committee.

12-1.2 No administrator shall teach more than one course per semester.

12-1.3 No administrator shall be assigned a course until all full-time faculty have received their schedules.

12-1.4 The teaching performance of an administrator shall be subject to the normal departmental evaluation process. These evaluations will serve to determine whether future teaching assignments are offered to the administrator.

SECTION 13
FACULTY FILES

13-1 There shall be only one set of official personnel files, which shall be kept in the Office of Human Resources. These shall include, but not be limited to, the following:

13-1.1 **Personnel Information**

13-1.2 Information relating to the employee's academic and professional accomplishments as submitted by the employee or placed in the file at his/her request.

13-1.3 **Records Generated by the College**

13-1.4 Memoranda of discussions between the employee and his/her Department Chairperson relating to evaluations of the employee's professional performance.

13-2 There shall be a separate pre-employment personnel file which shall contain

confidential references and materials to be utilized solely in the initial appointment process.

13-3 No materials shall be placed in a faculty member's personnel file unless said faculty member has been so informed by memorandum from the Office of Human Resources and has been given an opportunity to examine said material and to attach any comments he/she may desire, unless said material has already been initialed by said faculty member. If the faculty member does not concur in any evaluation or statement concerning him/her, notations to this effect shall be affixed to said material.

13-4 All documents shall be dated and sequentially numbered as received.

13-5 Only the following people shall be authorized to examine the files of a faculty member: Members of the Board of Trustees, the President, the appropriate Supervising Administrator, the appropriate Chairperson, members of the Personnel and Budget Committee, members of the Professional Advisory Committee, members of the Promotion and Tenure Committee, the faculty member himself/herself with or without an advisor of his/her choice, the Personnel Officer and necessary clerical personnel. Committee members mentioned above and Trustees may see only relevant data only when a faculty member's application for promotion or tenure is being evaluated, or when a faculty member is being considered for reappointment or dismissal.

13-5.1 With respect to access to faculty files, "the President" shall hereafter include any designee of the President who is a management employee of the College (or a College/County Attorney) who reviews the file at the direction of the President and who indicates in the file the fact of his/her review and the authority therefore.

13-6 No other person inside or outside the College shall be permitted to examine any personnel files under any circumstances whatsoever except with the consent of the concerned faculty member. No file or copy thereof shall leave the Office of Human Resources (except to the President's Office and back by special messenger), nor shall any information contained therein be made available to any outside source or agency without the written permission of the faculty member concerned, except as required by law.

13-7 When the personnel records of a faculty member are used by an authorized person, a memorandum of the use of these records, which shall include the purpose of the use, shall be mailed to the faculty member concerned.

13-8 The official personnel file shall constitute the only verified and reliable document for the purposes of evaluation, promotion, tenure, reappointment, and dismissal. The faculty member may, however, submit additional verifiable data on his/her application for promotion and/or tenure.

13-9 Each department and the office of the appropriate Dean may maintain a file for each faculty member which shall include only his/her date of initial and succeeding service, rank, step, salary, record of promotion, and tenure status.

SECTION 14
ACADEMIC FREEDOM

14-1 The College recognizes that academic freedom is essential to the free search for truth and to its exposition.

14-2 All faculty members are entitled to full freedom in the publication of the results of their research, subject to performance of their other academic duties. Research conducted during the normal working day for pecuniary return must be based upon an understanding with the President. A faculty member is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce into his/her teaching a controversial matter which has no relation to his/her subject.

SECTION 15
COLLEGE-WIDE MEETINGS

15-1 Two faculty/administration meetings shall be scheduled in the Academic Calendar.

15-2 The President may call such other faculty/administration meetings as he/she shall see fit.

SECTION 16
EVALUATION OF
PROFESSIONAL COMPETENCE

16-1 There shall be on-going assessment of the professional activities of all faculty to maintain academic and professional excellence. The purpose shall be to encourage the improvement of individual performance and provide the basis for assessment of professional competence and fulfillment of professional obligations.

16-2 A five-year professional development plan shall be drafted for all new full-time faculty. This plan shall be derived through consultation among the new faculty member and his/her department chairperson and Personnel and Budget Committee and forwarded to the appropriate Dean. The purpose of this plan shall be to guide the faculty member's progress toward tenure and to assist in addressing projected departmental directions and the expectations of the initial hiring. Progress in implementing the Professional Development Plan (PDP) must be reflected in the Year-End Evaluation. Both the Professional Development Plan and the Year-End Evaluation must be reviewed by departmental P&B Committees and by the P&T in evaluating applications for tenure for all probationary faculty.

16-3 In addition to the PDP, there shall be two forms of assessment:

a) **Classroom Observation -** To measure effectiveness in teaching; and
b) **Year-End Evaluation Report**.

16-3.1 All observations and evaluations of individual faculty members shall be in writing. The individual concerned shall discuss the observation or the evaluation with the evaluator prior to the preparation of the final written report. The individual faculty member shall sign each observation or evaluation report and be permitted to file a written reply to any portions of said report to which the faculty member may take exception. Each department observation or evaluation report shall be submitted through the Department Chairperson to the Department P&B Committee within one (1) week of the observation or evaluation visit and/or conference. All observation and evaluation reports shall follow the department evaluation guidelines. Each written report shall be placed in the official faculty file within thirty (30) days of said observation or evaluation.

16-3.2 **Classroom Faculty** - The Year-End Evaluation Report may include observation of teaching and shall include evaluation of performance of professional duties. It shall

be based on the consideration of the following:

a) Mastery of the subject matter;
b) Effectiveness in teaching;
c) Scholarly ability;
d) Effectiveness of College service;
e) Continued professional growth.

16-3.3 **Non-classroom and Professional Faculty** - The evaluations of non-classroom faculty with academic rank shall consider:

a) Mastery of the subject matter;
b) Effectiveness in the Library or effectiveness in Student Personnel Services;
c) Scholarly ability;
d) Effectiveness of College service;
e) Continued professional growth.

16-3.4 Academic departments and administrative units shall develop specific evaluation criteria for professional faculty. These criteria shall be submitted to the appropriate Vice President and/or designee.

16-4 **All Faculty** - Non-tenured full-time and all adjunct faculty shall be evaluated at least once during an academic year by the Department Chairperson and/or the Department P&B Committee (or immediate supervisor for those professionals not attached to academic departments). The evaluation of classroom non-tenured faculty must include classroom observation. Non-tenured faculty shall also be evaluated once during an academic year by the appropriate Vice President or designee and/or appropriate Dean or designee. Tenured faculty may be evaluated on an annual basis by the Department Chairperson and/or the P&B Committee (or immediate supervisor for those professionals not attached to academic departments), and by the appropriate Vice President or designee and/or appropriate Dean or designee. However, all tenured faculty must be evaluated at least once every two (2) years with a Year-End Evaluation report placed in their official file. Said evaluations of tenured faculty may include a classroom observation, if appropriate. No faculty member shall be evaluated more than once in any academic year by the appropriate Vice President or designee and/or appropriate Dean or designee except on the invitation of the faculty member. The year-end evaluation report for non-tenured and tenured faculty shall include a section for the comments and recommendations of the appropriate Vice President or the appropriate Dean, or their designee. The term "appropriate Dean" shall include the faculty member's Area Dean or supervising administrator.

16-5 No other person may participate in the evaluation process except with the approval of the faculty member. The evaluation process will not be used to harass a faculty member.

16-6 Each evaluator shall submit through the Department Chairperson a written evaluation report to the Department P&B Committee within one week of the evaluation visit. All evaluators shall follow the department evaluation procedures.

SECTION 17
GRIEVANCE PROCEDURE

17-1 The Union or any member of the bargaining unit shall have the right to present

his/her grievance in accordance with the procedure described herein, containing the steps set forth below, with or without a representative of the Union, free from interference, coercion, restraint, discrimination or reprisal. At each stage of the grievance process, the Union shall be a full participant in all grievances.

17-2 **STEP I Informal Stage**

17-2.1 Any faculty member in the bargaining unit may present and discuss his/her grievance within ninety (90) days of the date of the alleged grievance, either with or without a representative of the Union. Similarly, a representative of the Union may present and discuss a grievance on behalf of any member or group of members with the Dean, department chairperson or appropriate supervisor of the department involved and which shall be entirely informal.

Within fifteen (15) days of receipt of the grievance a meeting must be held between the parties. If the grievance is not resolved at that meeting, the representative of the College who participated in the grievance meeting shall issue a written decision within fifteen (15) days of the meeting which shall be sent to the Union and the grievant with a copy to the Office of the President and the Office of Labor Relations.

Any settlement, withdrawal or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. A determination at this step by a Dean, or supervisor who is not a member of the unit, which is acceptable to the grievant and the Union is binding on the parties subject to the review and approval of the President and/or his/her designee. However, such a determination at this step by a department chairperson or a supervisor who is not a member of the unit which is not acceptable to the President or his/her designee is not binding and the grievance may proceed to Step II.

17-3 **STEP II Formal Stage – The College President or his/her designee**

17-3.1 If a grievance is not satisfactorily adjusted in Step I, the grievant or the Union may, within fifteen (15) days, file a notice of appeal with the College President or his/her designee. Within fifteen (15) days of receipt of the appeal the grievance shall be presented to the College President or his/her designee. The College President or his/her designee shall make his/her determination within fifteen (15) days after the matter is presented to him/her and after appropriate consultation with any or all parties to the grievance, provided, however, that if the grievant has not requested that the Union representative present the matter on his/her behalf, no such determination shall be made without two (2) days prior notification of the grievance by the College President or his/her designee to the Union.

17-4 **STEP III Mediation**

17-4.1 If the grievance is not resolved at Step II the President of the Union may request that the grievance be submitted to mediation in order to promote, through mediation, the resolution of the issues presented. The request for mediation must be submitted to the Office of the President and the Office of Labor Relations within fifteen (15) days after receipt of the Step II decision. No more than ten (10) days thereafter, the Union and the Office of Labor Relations will jointly contact the

mediator and request a date for mediation.

17-4.2 The parties agree to use the following permanent mediators who shall serve on a rotating basis in alphabetical order.

1. Ira Cure
2. Richard Curreri
3. Barry Peek
4. Robert Simmelkjaer
5. Bonnie Weinstock

If a mediator is not available to meet with the parties within sixty (60) days of the parties' request for mediation the request for mediation shall be made to the next mediator on the panel.

17-4.3 Unless otherwise agreed by the Union and the College, the mediation will not take more than one (1) day. The mediator's fee will be split equally between the Union and the College.

17-4.4 The mediation process must be completed within sixty (60) days of receipt of the request referenced in Section 17-4.1 above.

17-4.5 At any time after one year from the date the CBA is executed, either Party may notify the other in writing that it wishes to discontinue the mediation procedure in STEP III in which case that step will be eliminated. In the event that STEP III is eliminated the demand for arbitration must be filed within thirty (30) days of receipt of the STEP II decision.

17-5 **STEP IV Final and Binding Arbitration**

17-5.1 If the grievance is not resolved after the completion of mediation (or Step II, if Step III has been eliminated pursuant to Section 17-4.5 above) the President of the Union may process the grievance to arbitration by serving a demand for arbitration to the American Arbitration Association (AAA) and to all parties involved. The demand for arbitration must be filed within thirty (30) days of the completion of the mediation process (or Step II, if Step III has been eliminated pursuant to Section 17-4.5 above).

17-5.2 Selection of an Arbitrator – The American Arbitration Association shall supply each party a list of qualified arbitrators from the AAA panel. The NCCFT and the College shall select the arbitrator according to AAA Rules for Voluntary Labor Arbitration.

17-5.3 Decision of the AAA Arbitrator – The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the close of the hearing, or if oral arguments have been waived, then the date final statements and proofs are submitted to him/her. The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issue in writing to the Union, and the President of the College.

17-5.4 Cost of Arbitration – The cost for the services of the arbitrator, including expenses, if any, will be shared equally by the College and the Union.

17-5.5 Arbitration – The decision and award of the arbitrator shall be final and binding on all parties to this agreement. The arbitrator will be without power or authority to make a decision which violates the terms of this Agreement, nor shall the arbitrator have any power to add to or detract from, or in any way alter the provisions of this

Agreement. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. Only claims of a breach of this Agreement may be submitted to arbitration. The arbitrator's jurisdiction shall be limited to the interpretation or application of a provision of this Agreement.

17-6 **Grievance Procedure – Miscellaneous Provisions**

17-6.1 This grievance procedure shall not be used to adjust a complaint when the law establishes and requires a specific procedure and method of redress inconsistent with the procedures herein established, or when the Mediator is without authority to act.

17-6.2 Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the grievant and/or the Union to proceed to the next step.

17-6.3 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, shall be deemed to be a waiver of the right to appeal.

17-6.4 Any reference to "days" hereunder shall mean "week-day/business days" of the College.

17-6.5 Conferences and hearings held under the procedure provided herein shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing to attend. When such conference or hearing is held during working hours, all individuals necessary for the conference or hearing shall be excused without loss of pay for that purpose.

17-6.6 Grievances shall be recorded on the standard grievance form as provided in Appendix 3 attached hereto.

17-6.7 By mutual consent, the parties may expedite the grievance procedures established herein.

SECTION 18
ACADEMIC SENATE

18-1 It is the Academic Senate of Nassau Community College that shall provide the College community with voice in general educational goals and policies as well as other matters of concern to the College community. The Academic Senate shall have responsibilities and powers in the following areas unless otherwise restricted by law and the provisions of this contract.

18-1.1 To examine, approve and recommend curricula for examination by the President.

18-1.2 To recommend requirements for admission, degrees, and graduation.

18-1.3 To formulate and propose academic policies including policies on class size, academic advisement, educational technology, and academic calendar for the consideration of the President.

18-1.4 To provide a forum for the consideration of academic matters of mutual interest to the College community.

18-1.5 To formulate and propose policies in those aspects of student life which relate to the educational process.

18-1.6 The Academic Senate shall annually publish an updated list of the Academic Departments.

18-2 The Academic Senate shall mean that body granted the authority set forth in this

Article 18.

18-3 The Academic Senate shall have the following composition for the purpose of representing its constituents:
70% faculty elected proportionately from academic departments;
20% students elected by the student body;
10% professional administrators from the NCC Administrators Association elected by its members;
One (1) adjunct faculty member appointed by the President of the Adjunct Faculty Association;
One (1) member of the Civil Service Employees Association (CSEA) working at the College appointed by the CSEA.

18-4 In addition there shall be one (1) Senator appointed by the President of the NCCFT, one (1) Senator from and elected by all faculty not attached to academic departments.

18-5 The College will fund up to fifty-four (54) contact hours (or equivalent for non-classroom faculty) for the Academic Senate up to a maximum of Two Hundred Thousand Dollars ($200,000) per academic year. In each academic year, six (6) of the fifty-four (54) contact hours provided must be utilized by the Chair of the College Wide Curriculum Committee (CWCC).

18-5.1 If the cost of funding fifty-four (54) contact hours would exceed the $200,000 maximum set forth above, the total amount of contact hours of release time will be adjusted so as not to exceed the $200,000 monetary maximum.

18-5.2 In the event the Chair, First Vice Chair, Second Vice Chair, or Secretary of the Academic Senate Executive Committee is unable to receive release time representing a full course (or course component) release because doing so would exceed the $200,000 monetary maximum, Executive Committee member(s) may be granted a monetary stipend, in lieu of release time, as recommended by the Academic Senate. However, in no event shall the College's total expenditure exceed $200,000 in each academic year. The College will approve the recommendation of any such stipends provided the amount of the stipend and the circumstances in which the stipend is made comply with the terms of this provision.

SECTION 19
ACADEMIC DEPARTMENT CHAIRPERSONS*

* On January 23, 2024, the College and the Union ratified an agreement to create a new bargaining unit consisting of Department Chairpersons and Assistants to the Chair ("Assistant to the Chair" shall also include Chair Liaisons or Designees) called the Nassau Community College Federation of Chairs ("NCCFC") Chapter of Local 3150. Attachment 4 of the January 23, 2024 agreement is annexed hereto as Appendix 8. As provided in that agreement, upon the full ratification of the NCCFC collective bargaining agreement, the "Academic Department Chairpersons" and "Assistant to Chair" Sections of this CBA shall be extirpated from the successor NCCFT collective bargaining agreement and added to the NCCFC collective bargaining agreement as negotiated and ratified by the parties.

19-1 The academic department Chairperson is a member of the instructional faculty and shall function as the chief academic officer of his/her department. He/she shall carry out the department's policies as well as those of the faculty, administration, and the Board of Trustees which are related to it and generally supervise and coordinate the activities of the department.

19-1.1 Department Chairpersons will be responsible for the conduct of instruction at Nassau Community College during the day, evening and summer sessions.

19-2 **ELECTION**

19-2.1 Each academic department will elect a Chairperson at a department meeting in April. Election shall be for a four (4) year term and the Chairperson shall assume his/her duties on August 20th of the year in which he/she is elected. All full-time faculty of the department may vote. Balloting shall be secret with a majority vote of the department necessary for election. The Chairperson must hold both academic rank and academic tenure. A unit member who has been granted tenure, which will be effective September 1st, is eligible to run for Department Chairperson in April of the year that precedes the effective date of tenure. If elected, this individual will assume the Chairperson's office as of September 1st. In the interim (August 20 – August 31), the outgoing Chairperson will remain in office. In the event that the outgoing Chairperson is unable to serve, the Secretary of the P&B Committee shall function as temporary Chairperson. An individual can be elected for more than one term.

19-2.2 In the case of resignation, retirement or removal, the department shall hold a new election within one (1) month prior to that date for the remainder of the term of office. Should a vacancy occur in the interim, the secretary of the P&B Committee shall function as temporary Chairperson.

19-2.3 The appropriate Vice President and/or the appropriate Dean shall submit an annual report to each department which will include the evaluation of the Chairperson's effectiveness. The department Chairperson shall also submit an annual report of the departmental activities for the year. The subject contents of these reports will be outlined by the Administration in concert with the Union.

19-2.4 The appropriate Vice President and/or the appropriate Dean shall have the right to remove a department Chairperson after a minimum of one semester service for just cause.

19-2.5 Notice shall be presented at least thirty (30) days prior to removal. The Chairperson so removed shall be entitled to a copy of particulars regarding this action. This decision shall be subject to the contract Step III level grievance procedure. The Step III decision may be appealed through the remaining steps of the grievance procedure.

19-2.6 In the event a Chairperson is granted a sabbatical leave for either one semester or a full year, the Department, following contractual procedures for the election of the Chair, shall elect an Acting Chairperson for that semester or academic year. If the sabbatical is for the Spring semester or for an academic year, the Acting Chairperson shall function in that capacity for the Summer Session under the terms and conditions of the NCCFT Contract. The result of that election, in order to be certified, should be filed with the appropriate Dean and the NCCFT.

19-3 **DUTIES**

19-3.1 In order to maintain standards and insure academic excellence within the department, the Chairperson's responsibilities shall include but not be limited to the following:

a) Convene and chair regular meetings of the department at which time the Chairperson should report the actions of departmental committees and also information concerning administrative policies and/or directives.
b) Have responsibility for departmental correspondence and departmental records.
c) Have responsibility for the allocation of funds and the implementation of the departmental budget with the approval of the Vice President of Academic Affairs. Approval shall not be denied except for unusual circumstances which shall be communicated to the department in writing.
d) Consider and implement the policies of the Personnel and Budget Committee and other committees and report these actions to the departmental faculty. In those cases in which there is a disagreement between the Chairperson and P&B Committee, or other committees, the issue shall be reported to the department for resolution, except in the matter of normal personnel decisions.
e) Coordinate and supervise the activities of the allocated clerical staff of the department.
f) Serve as ex officio member of the departmental academic committees and coordinate the activities of these committees and report these actions on a regular basis.
g) Coordinate the academic advisement and registration procedures with the department.
h) Supervise and manage the physical facilities under the jurisdiction of the department.
i) Transmit the tentative departmental budget to the appropriate dean or vice president with his/her own recommendations.
j) Represent the department in articulation with other departments, the administration, and outside agencies concerning educational activities.
k) Be responsible for promoting the academic growth of all members of the department.
l) Serve as Chairperson of the departmental P&B Committee.
m) Be available during the periods of registration for consultation.
n) Participate in and supervise the process by which adjunct faculty are evaluated.
o) Be responsible for selection of day adjunct faculty following established College policy. The Chairpersons of Student Personnel Services and Library shall be responsible for and coordinate all hours of departmental functions and activities. In addition, the Chairperson of SPS will:
   (1) Implement departmental policies on student developmental and educational issues.
   (2) Communicate departmental input on student developmental and educational issues to the appropriate dean or vice president.
p) In order to insure the maintenance of quality in the educational programs, the Department Chairpersons, who report to their Dean will be involved in the assignment and evaluation of faculty in their respective departments, in accordance with existing contractual provisions.
q) Department Chairpersons will be responsible to insure that individual courses are taught according to the approved outline, so that students have the opportunity to achieve the objectives set forth in said outlines.
r) Department Chairpersons shall have the following specific duties:
   (1) Recommend course offerings and course schedules within allocated time blocks with the approval of the appropriate Dean.

(2) Review and evaluate the credentials of all faculty.
(3) Maintain a list of courses for which each adjunct faculty member is academically qualified, which list will be updated annually.
(4) Coordinate the evaluation of adjunct faculty as requested by the College Administration and provided by contract.
(5) Schedule at least two informational faculty meetings during the academic year at a time when adjunct faculty can attend.
(6) Consistent with the Policies and Procedures for the Assignment and Evaluation of Faculty as contained in Appendix 4, recommend the assignment of faculty in the evening and summer sessions in accordance with appropriate contract provisions.
(7) Level classes per Academic Senate guidelines.

s) Oversee and implement departmental participation in institution-wide initiatives such as assessment and program review.

t) Share coordination responsibilities for faculty participation in the Advisement Center.

u) One-third of department chairs on a rotating basis will be appointed to the Academic Senate committees (exclusive of Academic Chairs committee).

19-4 **WORK WEEK**

19-4.1 During the fall and spring semesters, academic department Chairpersons, exclusive of Library and SPS Chairpersons, shall:

a) Be on campus and available for the performance of College duties and teaching assignments for four (4) days per week; and

b) Be present on the campus for 6-3/4 hours on average, on each of such days; and

c) Perform their College duties no less than 4-3/4 hours on each such day; and

d) Post office hours to cover departmental duties, based on the following:

Number of Full-time Equivalent Faculty	**Released Time**	**Office Hrs. Per Week**
a. 1 - 3	6 hours per year	4 hours
b. 4 - 5	9 hours per year	5 hours
c. 6 -10	12 hours per year	6 hours
d. 11 -15	15 hours per year	7 hours
e. 16 -22	18 hours per year	8 hours
f. 23 -32	21 hours per year	9 hours
g. 33 -43	24 hours per year	10 hours
h. 44 +	27 hours per year*	12 hours

*Excluding English Dept. Chair who shall be granted 21 hours per year.

19-5 **RELEASED TIME**

19-5.1 Released time for department Chairpersons shall be granted as above, except when a national accrediting agency requires some modifications. The Chairperson of the Library shall be relieved of all departmental duties in order to carry out his/her duties as a Chairperson.

19-5.2 Effective September 1, 2017, in departments of thirty-five (35) or fewer full-time teaching faculty, six (6) additional hours of release time for the assistance of a

liaison, per academic year, will be provided. In departments of more than thirty-five (35) full-time teaching faculty, twelve (12) hours of release time, per academic year, will be provided. Said release time will be assigned by the Chairperson of the Department to faculty within the department for the purpose of providing assistance of a liaison to the Chair in the performance of the Chairperson's duties. Said hours shall be assigned during the fall and/or spring semesters.

19-6 **EVENING/SUMMER OFFICE HOURS**

19-6.1 Department Chairpersons will schedule evening office hours for the Fall/Spring based on 14 week semesters.

Chairperson		**Additional Faculty Designee**	
FTE	**Office Hours/Sem.**	**FTE**	**Office Hours/Sem.**
30-36	72 Hours	37-48	12 Hours
25-29	60 Hours	49-60	24 Hours
19-24	48 Hours	61-72	36 Hours
13-18	36 Hours	73-84	48 Hours
7-12	24 Hours	85-96	60 Hours
1-6	12 Hours	97 +	72 Hours

19-6.2 Summer office hours shall follow the same schedule.

19-6.3 Office hours will be on a flexible schedule.

19-6.4 No one shall be required to schedule office hours more than two nights per week.

19-6.5 The schedule of specific hours will be approved by the appropriate Dean.

19-6.6 Department Chairpersons will normally not be required to be on campus after June 15th. However, Department Chairpersons or their designees shall be available for consultation on departmental concerns of a significant emergent nature.

19-6.7 The schedule of office hours is independent of the time spent for contract sign-up and grade collection.

19-6.8 The above office hours are to be scheduled independent of the contract signing process supervised by the Department Chairperson.

19-7 **STIPEND**

Effective September 1, 2008, Chairpersons shall be compensated at the rate of 1.67% of their current step of their academic rank multiplied by the number indicated below plus $2,000.00:

FTE SIZE OF DEPARTMENT		**MULTIPLIER**
a.	1-3	2.0
b.	4-5	3.0
c.	6-11	3.75
d.	12-18	4.5
e.	19-25	5.25
f.	26-32	6.0
g.	33-38	6.75
h.	39-45	7.5
i.	46-52	8.25
j.	53 +	9.0
k.	SPS & Library	9.0
l.	English & Math	12.0

19-7.1 **CHAIRPERSON EVENING SUPERVISION**

Chairpersons shall be compensated for their evening and summer session duties based on their rank, number of annual department FTE (evening and summer Full-Time Employees from the prior year) – which will reference contact hours in the table that follows and at a rate of 1.8% of Step 5 for an assistant professor; 1.8% of Step 6 for associate professors, and professors.

SPS and the Library will be eligible for Evening Supervision payments effective 9/1/05 according to the following schedule:

CHAIRPERSON		**FACULTY DESIGNATED FOR OFFICE HOURS****	
FTE*	**ANNUAL**	**FTE***	**ANNUAL**
30-36	18 Contact Hours	37-48	3 Contact Hours
25-29	15 Contact Hours	49-60	6 Contact Hours
19-24	12 Contact Hours	61-72	9 Contact Hours
13-18	9 Contact Hours	73-84	12 Contact Hours
7-12	6 Contact Hours	85-96	15 Contact Hours
1- 6	3 Contact Hours	97 +	18 Contact Hours
SPS & Library	**9 Contact Hours**		

*Rounded to the nearest integer.

**Faculty designated must be tenured.

In the event that a Chairperson is assigned to evaluate evening division faculty members, said Chairperson shall be compensated at the rate of $25.85 per evaluation.

19-7.2 This compensation shall be included in the annual maximum total of 18 contact hours. Thus, a Department Chairperson who receives 18 contact hours for the additional duties provided herein, would not be permitted to teach adjunct courses, and one who receives 12 contact hours would be permitted to teach a maximum of six hours, etc.

19-7.3 Seniority credit will accrue on a semester basis.

19-7.4 Courses taught during the evening and summer sessions will be paid at the prevailing rate.

SECTION 20
ASSISTANT TO CHAIR*

* On January 23, 2024, the College and the Union ratified an agreement to create a new bargaining unit consisting of Department Chairpersons and Assistants to the Chair ("Assistant to the Chair" shall also include Chair Liaisons or Designees) called the Nassau Community College Federation of Chairs ("NCCFC") Chapter of Local 3150. Attachment 4 of the January 23, 2024 agreement is annexed hereto as Appendix 8. As provided in that agreement, upon the full ratification of the NCCFC collective bargaining agreement, the "Academic Department Chairpersons" and "Assistant to Chair" Sections of this CBA shall be extirpated from the successor NCCFT collective bargaining agreement and added to the NCCFC collective

bargaining agreement as negotiated and ratified by the parties.

20-1 In certain academic departments a member of the teaching faculty will be granted released time to assist the Chair in the administration of departmental activities. This individual will be considered an Assistant to the Chair and will in no way alter the role of the secretary of the Personnel and Budget Committee. The decision whether an Assistant to the Chair will be designated and whether such individual must have academic credentials rests with the Dean.

20-1.1 The Chair who nominates the Assistant to the Chair is the one who takes office on August 20. The P&B Committee which takes office on September 1 approves the appointment of the Assistant to the Chair.

20-2 A tenured faculty member with academic rank will be selected by the Department Chair with the approval of the P&B Committee and will serve a term of one year.

20-3 The individual may be reappointed to said position after a review by the Chairperson and the P&B Committee.

20-4 The duties of the Assistant to the Chair will be to assist the Chair in those areas of departmental administration which do not require direct P&B approval, such as: responses to surveys, faculty workload, departmental offerings and procedures, inquiries on curriculum, advisement, placement, and problems of non-grievable nature.

20-5 There will be an Assistant to the Chair in those departments in which there are at least thirty-five (35) full-time faculty. Effective September 1, 2017, in departments with 35 to 69 full-time faculty, the Assistant to the Chair will receive six (6) hours of released time per academic year for use during the Fall and/or Spring semesters. In departments with seventy (70) or more full-time faculty, the Assistant to the Chair will receive twelve (12) hours of released time per academic year for use during the Fall and/or Spring Semesters.

SECTION 21
WAGE INCREASE

21-1 Wage Increase - The following percentage increases to the existing salary schedule will take effect on the dates indicated below:

2022-2023

Effective September 1, 2022, the salary schedule in effect on August 31, 2022 shall be increased by 3.25%. Effective September 1, 2022, eligible unit members will be granted their applicable step increment.

2023-2024

Effective September 1, 2023, the salary schedule in effect on August 31, 2023 shall be increased by 2.75%. Effective September 1, 2023, eligible unit members will be granted their applicable step increment.

2024-2025

Effective September 1, 2024, the salary schedule in effect on August 31, 2024 shall be increased by 2.5%. Effective September 1, 2024, eligible unit members will be granted their applicable step increment.

21-2 Increments shall not be automatic after contract expiration.

21-3 A minimum yearly salary increase as the result of a promotion shall be $160.00 on the base salary beyond what said faculty member would have received had he/she not been promoted.

21-4 **Lag payroll**

21-4.1 Lag payroll monies withheld in Spring 1992, or during the contract years 2014-2015 or 2015-2016 shall be paid to the affected employees on retirement or separation from the College, at the salary rate then in effect.

21-5 **Longevity** - Effective September 1, 2022, unit members who on September 1 of each academic year have been employed by the College for twenty-five years or more and are not eligible for step increase will receive a longevity award of $2,200.00. Such award shall be paid to eligible unit members during the fall semester of the academic year in which they are eligible. Said award shall be continued in each year of the contract on a non-cumulative basis.

SECTION 22
SICK LEAVE

22-1 Sick leave with pay will accumulate at the rate of one-half (½) day for each bi-weekly period up to a maximum accumulation of 200 days for classroom faculty; however only 180 such days may be used for cash out purposes pursuant to Section 42 of this Agreement. Sick leave with pay will accumulate at the rate of one-half (½) day for each bi-weekly period up to a maximum accumulation of 220 days for non-classroom and professional faculty; however only 200 such days may be used for cash out purposes pursuant to Section 42 of this Agreement.

22-2 The accumulation begins with the first day of employment at the College.

22-3 In the case of absence of classroom faculty due to illness or pregnancy, classes will be covered by a non-paid substitute or by a paid substitute. The cancellation of classes due to classroom faculty absence should only occur if a substitute cannot be obtained. If class is cancelled or covered by a paid substitute, sick leave will be charged. (See Section 23) If class is covered by a non-paid substitute, sick leave will not be charged. The paid substitute rate shall be $60.00 per contact hour.

22-4 Classes covered by a full-time teaching faculty member for an absent member shall be wholly voluntary and only during periods outside the teaching schedule and posted office hours of said individual. No one shall be penalized for refusing to cover another faculty member's class.

22-5 If the College decides to utilize a substitute for non-classroom or professional faculty, payment shall be at the current agreed overtime rate.

22-6.1 Unit members may volunteer to transfer sick leave days to another unit member who has exhausted their total accumulation of sick leave. Donated sick leave days will be utilized in the same manner as those sick days accrued by a faculty member. In order to receive pay for the fifth day of a given week, a classroom faculty member must have four (4) donated days applied during said week.

22-6.2 Any sick leave which is transferred to but not utilized by the unit member receiving such days shall be returned to the unit member who voluntarily initiated the transfer.

22-6.3 During the course of using donated sick time, the unit member who received the

transferred time shall not accrue sick leave benefits until said unit member returns to work.

22-6.4 Unit members shall be limited to receiving a maximum of one continuous year of donated sick leave time.

22-6.5 Classroom faculty will not be required to use donated leave for periods when classes are not in session, however the member is still considered as being on donated leave during these periods. This time will be included in the continuous year of donated sick leave time noted in Section 22-6.4 until such time that the member returns to work.

22-6.6 Supplemental sick leave may be granted, at the request of the faculty member at the discretion of the President, which shall not be unreasonably withheld, to a faculty member who has used up all of his/her sick leave, vacation time, personal leave and compensatory time, and is still too ill to work as evidenced by a certificate of a doctor. A faculty member granted supplemental sick leave shall receive one-half (1/2) the compensation that he/she would have been paid had he/she continued to serve in the position he/she had at the time such leave was authorized. The amount of supplemental sick leave shall not exceed a period equal to two (2) biweekly pay periods for each year of actual completed service.

SECTION 23
COMPUTATION OF SICK LEAVE

23-1 If a classroom faculty member is stricken with an extended illness during a regular teaching semester and reports absent as a result, then and in that situation for the balance of said semester said classroom faculty member will be charged one day sick leave for each day or part thereof that said faculty member is scheduled to teach and is absent.

23-2 In the event that a classroom teaching faculty member reports absent because of illness, commencing on or before the beginning of the normally scheduled semester that said faculty member is scheduled to teach and it is determined that said faculty member will be absent for the entire semester, then and in that event said faculty member will be charged for four days sick leave for each and every week of said semester that he or she reports absent because of illness.

23-3 For purposes of computing the length of a semester, in paragraph two herein above, it shall be presumed that classroom teaching faculty members work a sixteen-week semester.

SECTION 24
CATASTROPHIC LEAVE

Normally in cases of catastrophic illness, the President may elect to extend the benefit (Supplemental Leave) to all faculty for a period not to exceed six (6) months. However, based upon exigent circumstances, he/she may in his/her discretion exceed said period. The decision of the President shall not be grievable.

SECTION 25
VERIFICATION OF ILLNESS

25-1 The following medical verification process shall apply when:

a) a unit member's utilization of sick leave has demonstrated a pattern of abuse over time, and such unit member has requested the use of additional sick/supplemental/ and/or catastrophic leave provided for in Sections 22, 23, and 24; or

b) a unit member has at least five (5) consecutive absences due to illness.

25-2 Upon the written request of the College, the unit member shall provide the College President written medical documentation from an appropriate specialist included within the unit member's participatory health care provider's network substantiating the unit member's request for use of additional sick/supplemental/ and/or catastrophic leave provided for in Sections 22, 23, and 24.

25-3 If the College President determines that the medical documentation provided by the unit member pursuant to subsection 2 is insufficient, the College President may then require the unit member to submit to a medical examination by an appropriate physician appointed by the College for such purpose. The person appointed by the College shall be selected from the unit member's participatory health care provider's network and the examination shall be conducted at the expense of the College. The findings and recommendations based on such examination shall be reported in writing to the President and faculty member.

25-4 In the event that the documentation provided by the unit member and the specialist appointed by the College are contradictory and either party wishes to pursue the matter, a third examination shall be conducted by another physician selected by the two previous health care providers. Such physician shall be selected from the unit member's participatory health care provider's network, the examination shall be conducted at the expense of the College, and shall be the final determination.

25-5 **Examination for mental fitness for duty:**

When the College has reasonable suspicion that a unit member is mentally unfit for duty, upon ten (10) days written direction, only the College President may require the unit member to submit to an examination by an appropriate physician or clinical psychologist selected from the unit member's participatory health care provider's network establishing the unit member's mental fitness for duties. The reasons for such request shall be provided to the unit member in writing at the time of said direction. Any unit member required to submit to an examination of mental fitness shall be entitled to be accompanied by a physician or other person of his or her choice. Thereafter, following issuance of the examination report, a copy of which shall be provided to the unit member, the unit member may provide the College President with written documentation from an appropriate physician or clinical psychologist included within the unit member's participatory health care provider's network substantiating the unit member's mental fitness for duty. In the event that the documentation provided by the unit member and the specialist appointed by the College are contradictory and either party wishes to pursue the matter, a third examination shall be conducted by another physician or clinical psychologist selected by the two previous health care providers. Such physician or clinical psychologist shall be selected from the unit member's participatory health care provider's network, the examination shall be conducted at the expense of the College, and shall be the final determination. The foregoing process shall not be used in an arbitrary or discriminatory manner, nor shall it be used to violate the unit member's right to academic freedom.

SECTION 26
SABBATICAL LEAVE

26-1 Sabbatical leaves are awards made by the Board of Trustees to those eligible members of the faculty who propose projects to be carried out on released time, i.e., activities relevant to their discipline, which will enhance their professional competence and will enrich their teaching and/or service to the institution upon their return to the College. Sabbatical leave may be granted for one or more of the following: graduate study, study for professional enrichment, research and/or travel in relevant fields, writing or other experience of professional merit.

26-2 The number of sabbaticals to be granted each year shall be:

2023-2024	7 full year at half (1/2) pay
	10 half (1/2) year at full pay
2024-2025	7 full year at half (1/2) pay
	10 half (1/2) year at full pay

26-3 Sabbaticals approved in one academic year shall take effect during the subsequent academic year and shall be covered by the provisions of this contract.

26-4 Eligibility shall be limited to those faculty members who have tenure and who have completed at least six (6) consecutive years of service within the College from the date of their full-time professional appointment or the expiration of the academic year of their previous sabbatical leave. Periods of leave of absence other than sick leave with salary and periods of part time service are not included but are not deemed interruptions of otherwise consecutive service.

26-5 Individuals approved for sabbatical leave will receive half (1/2) salary for the full contract year or full salary for half a contract year. A sabbatical leave is not deemed an interruption of otherwise consecutive service. Faculty members on sabbatical leave cannot accept assignments at other academic institutions. In the case of assignments at foreign universities or other academic institutions offering unusual experiences, an exception may be made with the approval of the Sabbatical Leave Committee and the President. There shall be no fixed quotas by department.

26-6 Applications for sabbatical leave shall be submitted to the department Personnel & Budget Committee through its Chairperson or appropriate Dean or Director for review and recommendation and then forwarded to the Sabbatical Leave Committee on December 1st (or the next business day if the 1st falls on a weekend or a College holiday) of the year preceding the academic year in which the sabbatical leave is desired. Each application shall include a prospectus of the intended activity and should state the applicant's intention to continue as a member of the faculty for a minimum period of one (1) year after the expiration of the leave, and his/her agreement to submit a written report of his/her activity to his/her department and Dean upon return.

26-7 The applicant shall normally be notified by February 1st of the academic year preceding his/her sabbatical leave of the Committee's action.

26-8 If the Board of Trustees shall fail to grant a sabbatical leave to a faculty member recommended for such leave by the Sabbatical Leave Committee, they should do so only for compelling reasons which shall be communicated to the applicant in

writing. Such refusal shall constitute grounds for appropriate grievance.

26-9 In no case shall a sabbatical leave be granted to a faculty member who has not been recommended by the Sabbatical Committee even though the quota may not be filled. If the denial of leave is sustained, the sabbatical leave shall go to the highest ranked alternate.

SECTION 27
PERSONAL LEAVE/CLASSROOM FACULTY

27-1 Each member of the classroom faculty will be granted a maximum of four (4) days annually for personal and/or professional reasons. These will be subtracted from sick leave only when utilized. In the case of classroom faculty, class coverage will be in accordance with the stipulations under sick leave.

27-2 In those cases where faculty attend professional meetings at the request of the College Administration or as a result of a subpoena issued in a court proceeding or by an agency created by the government or the courts in a suit against the College by a third party, no leave time will be charged.

SECTION 28
PROFESSIONAL AND MILITARY LEAVES

28-1 Professional leave is a leave of absence without pay to study, conduct research and travel where travel is necessary to effectuate said research and study in furtherance of their professional competence or to hold a temporary appointment.

28-2 The appropriate Dean or Vice President, with the approval of the President, may grant such a leave. No benefits of any nature including but not limited to tenure, promotion, health insurance, sabbaticals, and salary increments will be paid or accrued during said leave. Faculty members may maintain health insurance at their own cost; classroom faculty shall pay one half (1/2) the annual cost per semester. However, such leave will not be considered an interruption of otherwise consecutive service.

28-3 In the event a professional leave is granted to accept an educational grant funded by a non-profit organization and/or a government agency, then the above mentioned benefits, except time for tenure, shall continue to accrue to the faculty member. Military service leaves shall be granted as provided by law.

SECTION 29
PARENTAL LEAVE

29-1 Specific leaves for the purpose of childcare shall be granted to a member of the faculty upon notification to the President and application for such leave, provided the applicant has legal responsibility for the care and/or support of said child.

29-2 The duration of such leave shall ordinarily be for no more than one (1) year. An extension of such leave shall be permitted on request for a period not in excess of one (1) year from the end of the original leave upon the recommendation of the President and the approval of the Board of Trustees. Leaves for the purpose of caring for a child shall be granted without pay.

29-3 Where the service of a member of the faculty is interrupted by reason of absence on a leave for the purpose of caring for a child, the period of creditable service

preceding such absence shall be counted in computing the years of service required for tenure, promotion, sabbatical, and seniority.

29-4 For the purpose of child care, a non-classroom and professional faculty member may choose and be granted by the Supervising Administrator a reduced work load, not to exceed fifty percent (50%), with a pro-rated reduction in pay for one semester. This reduction in workload will not affect any benefits the faculty member is entitled to as a full-time employee.

SECTION 30
COLLEGE BUSINESS

30-1 In those cases where faculty members are formally requested in writing by the appropriate Dean or Supervising Administrator to:

30-1.1 Attend professional meetings; or

30-1.2 Participate in a court proceeding as a result of a subpoena issued by a court, or by any agency created by the government of the County, in a suit against the College by a third party; or

30-1.3 Participate in out-of-classroom activities which are directly related to classroom instruction, and which are funded by the College's operating budget, the faculty member will be deemed to be on College business, and no leave time will be charged for such attendance or participation.

30-1.4 With the approval of the Administration, coaches may convert more than four (4) sick days into personal days for the purpose of coaching teams at away games.

30-2 This benefit will also apply in cases where the request is initiated by a faculty member via the applicable departmental procedures, and is formally approved in writing by the appropriate Dean or Supervising Administrator.

SECTION 31
HOLIDAYS

31-1 The number and names of the holidays for members of the faculty will vary from year to year, depending on the Administrative and Academic Calendars.

31-2 The Academic Calendar shall be published and shall indicate College holidays as well as the winter and spring recesses for the teaching members of the faculty.

31-3 Non-classroom and professional faculty will have the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

31-4 There will be five (5) additional paid holidays to be announced by the President at the start of each work year. These holidays will provide the necessary flexibility to relate the Administrative Calendar to the Academic Calendar.

SECTION 32
VACATIONS - NON-CLASSROOM AND PROFESSIONAL FACULTY

32-1 All non-classroom and professional faculty members will be entitled to thirty-six (36) working days vacation; however only twenty-six (26) days may be used for cash out purposes pursuant to Section 42 of this Agreement.

32-2 Vacations are based on the work year. Employees starting after September 1st are

entitled to a reduced vacation on a pro-rated basis. Similarly, vacation leave shall be pro-rated if the faculty member terminates employment before the end of the academic year. Vacation may be accrued up to 100 days; however only 90 days may be used for cash out purposes pursuant to Section 42 of this Agreement.

32-3 Vacations must be scheduled to minimize departmental interruptions. Non-classroom and professional faculty holding student-related positions should schedule vacations and personal leaves to coincide with academic holidays or during periods of reduced student activity. All vacations are subject to approval of the supervising administrators.

SECTION 33
JURY DUTY

Jury duty and all court time on County business shall be paid on the basis of a normal work week. Faculty members shall remit to the County all sums received for jury duty beyond two weeks of such service. Upon presentation of an official jury notice to the department Chairperson or Supervisor, faculty shall be allowed to serve on a jury with no charge to their accumulated leave time.

SECTION 34
HEALTH INSURANCE

34-1 **Health Insurance Coverage**

All Health Insurance Plans available to unit members under the terms of the September 1, 2017-August 31, 2020, CBA as extended by the September 1, 2020 – August 31, 2022 MOA shall continue to be made available to all unit members including but not limited to the Empire Plan, as provided for and to the extent made available by the New York State Health Insurance Program ("NYSHIP"), or an alternative health insurance plan (which shall include, but not be limited to, any offered plan of Blue Access, HIP, AETNA, Blue Cross HMO, and HIP/VYTRA Network). Unit members electing any of the foregoing plans shall make the contributions to health insurance costs listed in 34-2 below.

34-2 **Contributions to Health Insurance Costs**

Active unit members who elect the Empire Plan under this Agreement shall contribute to premiums as follows:

34-2.1 **Contribution for Unit Members Hired Prior to May 1, 2014**:

a) Effective September 1, 2023, unit members hired prior to May 1, 2014 who are enrolled in the Empire Plan shall contribute 2.5% of the unit member's base salary.

b) Effective September 1, 2024, unit members hired prior to May 1, 2014 who are enrolled in the Empire Plan shall contribute 2.75% of the unit member's base salary.

34-2.2 **Contribution for Unit Members Hired On or After May 1, 2014**: Unit members hired on or after May 1, 2014, who are enrolled in the Empire Plan, shall continue to contribute 15% of the cost of the health insurance premium.

34-3 **Alternative Health Insurance Plans**

a) It is the intent of the parties that all unit members shall be offered a health insurance plan option that requires no premium contribution. The parties further acknowledge that such an option may provide benefits and benefit levels different

than those currently available. To this end, the College through the County of Nassau shall endeavor to identify and make available for such unit members an alternative plan(s) whose premium cost is equal to or less than 85% of the cost of the Empire Plan as soon as practicable. The parties acknowledge that this may result in unit members being enrolled in a plan which requires a contribution for a period of time.

b) If enrolled with an alternative healthcare plan, (which shall include, but not be limited to, any offered plan of Blue Access, HIP, AETNA, Blue Cross HMO, and HIP/VYTRA Network) the College shall pay, towards the cost of the premium in either the individual or family plan, all amounts up to the monetary equivalent of 85% of the cost of the Empire Plan (individual or family, as applicable). To the extent the annual premium cost is equal to or less than 85% of the cost of the Empire Plan, the College shall pay the full cost of the health insurance premium. To the extent the annual premium exceeds 85% of the cost of the Empire Plan, the unit member shall pay the difference. For example, if the premium for the Empire Plan was $100 and the premium for the alternative plan increased to $90, the member would pay $5.00.

34-4 **Health Insurance in Retirement:**

Provided that the unit member meets eligibility requirements of the NYSHIP, the County shall continue to cover the retiring unit member for life. The level of benefits and health care plan granted at the time of retirement may change and/or be modified in the future to the extent of changes and/or modification of the health care plan and/or benefit level that in the future is extended to active College employees.

34-4.1 **Retirements Before August 31, 2025**

Unit members, hired prior to May 1, 2014, who resign for the purposes of retirement on or before August 31, 2025 will not be required to contribute toward the cost of the health insurance premium in retirement, provided:

a) The unit member meets eligibility requirements of the NYSHIP.

b) For the 2023-2024 Academic Year: A unit member who intends to resign for the purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or SUNY Optional Retirement Program, as of August 31, 2024 must submit his/her irrevocable election of retirement to the College on or before March 1, 2024.

c) For the 2024-2025 Academic Year: A unit member who intends to resign for the purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or SUNY Optional Retirement Program, as of August 31, 2025 must submit his/her irrevocable election of retirement to the College on or before January 10, 2025.

This section (Section 34-4.1) shall expire and be of no further force and effect on August 31, 2025, except for the enforcement of the payments to be made hereunder.

34-4.2 **Retirements After August 31, 2025**

34-4.2.1 **Unit Members Hired Prior to May 1, 2014**: Unit member's health insurance premium contribution in retirement shall be fixed at the rate paid in their last year of employment at the College, for the duration of the unit member's life. Unit

members shall have the annual dollar amount of their contribution converted to a percentage of the premium cost for health insurance. For example, the percentage of the premium payable by the unit member shall be determined by dividing the monetary value of the percentage paid by an active employee by the total premium amount for unit member's family or individual coverage in effect on the day prior to the union member's retirement.

34-4.2.2 **Unit Members Hired On or After May 1, 2014**: Unit member's health insurance premium contribution in retirement shall be fixed at the rate paid in their last year of employment at the College, for the duration of the unit member's life.

34-5 The College shall establish and maintain a cafeteria plan whereby all unit members shall be entitled to pay their health plan premium deductions on a pre-tax basis.

34-6 In the event that during the term of this Agreement, any other County bargaining unit negotiates any improvement in the current health plan which shall be effective during the term of this contract, then this Agreement shall be reopened to negotiate with respect to such improvement in the health plan.

34-7 If a National Health Insurance Plan is enacted and mandated by the Federal Government to cover members of the negotiating unit or if said plan is optional and adopted by the Nassau County Legislature, then members of the negotiating unit shall receive said benefits; however, if said benefits are less than benefits previously received under this contract by members of the negotiating unit, the County shall furnish additional benefits comparable to those omitted in the Federal Plan that were previously enjoyed under contract.

34-8 In the event that any health plan offered under the New York State Civil Service Law is terminated, the parties will reopen negotiations with respect to the issue of any increased cost for comparable health insurance benefits.

34-9 The County shall have the right to change health insurance providers without further bargaining so long as benefits are not decreased.

34-10 The Board of Trustees will elect Domestic Partner coverage under the New York State Employees Health Insurance Benefit Program. Domestic partner coverage will be offered to domestic partners in accordance with the applicable rules of the New York State Employees Health Insurance Benefit Program.

34-11 Unit members shall not be provided coverage under the County of Nassau health insurance plan if their spouse, or recognized domestic partner, (1) is employed by the College or the County of Nassau; and (2) has family coverage under the County of Nassau health insurance plan. The couple will decide who will decline coverage. If the circumstance is such that two unit members are married or engaged in a recognized domestic partnership and cannot agree upon who will decline coverage, then the bargaining unit member who declines coverage shall be determined in accordance with applicable NYSHIP rule(s). In the circumstance of a marriage or recognized domestic partnership between a unit member and an employee of the County of Nassau, when the couple cannot agree the unit member shall decline coverage. The College shall provide any unit member who must decline coverage in accordance with this provision with a buyback in the amount of $2,000.00. Further, if the unit member or his or her spouse or recognized domestic partner incurs any out of pocket costs in excess of the value of the buyback which the unit member or his or her spouse or recognized domestic partner would not have

incurred had the unit member not declined coverage, the County of Nassau shall reimburse the unit member for such costs. Alternatively, the County of Nassau, after considering the recommendation of the College President or his/her designee, may elect to waive the applicability of this provision if it anticipates that reimbursement of out of pocket costs would be economically disadvantageous for the County.

The foregoing shall not apply to those unit members who are married to another unit member as of May 14, 2009 and who are enrolled along with their spouse in dual family coverage. One of the two family coverages will be converted to individual coverage. The couple will decide who will be reduced to individual coverage. If agreement cannot be reached then the reduction to individual coverage shall be determined in accordance with applicable NYSHIP rule(s). This exception shall be limited only to those unit members who are married to another unit member as of May 14, 2009 and who are enrolled along with their spouse in dual family coverage.

34-12 Reimbursement for health insurance premiums deducted pursuant to Section 36-5 of the parties' 2017-2020 Collective Bargaining Agreement are set forth in Appendix 9 hereto. This section shall expire and be of no further force and effect upon completion of the foregoing reimbursement to all eligible unit members.

SECTION 35
OPTICAL PLAN

35-1 The County shall pay up to, but no more than $115.00 toward a County selected Optical Plan for all full-time faculty and the plan shall provide for both family coverage and domestic partner coverage.

35-2 There shall be a two (2) month waiting period before new employees shall be eligible for coverage.

35-3 Nothing herein shall be construed to confer any obligation by the County to pay premiums for any optical plan for any retired or retiring employees.

35-4 The County reserves the right, at any time, to change optical plan providers so long as there is no decrease in the benefit levels. Before making such change, the County shall notify and accept comments from the Union.

SECTION 36
DENTAL PLAN

36-1 The County will contribute $574 annually per employee pro-rated on a monthly basis toward the cost of the dental insurance plan chosen by the employee group.

36-1.1 Should dividends accrue from the dental plan purchased by the NCCFT, such dividends will be remitted to the County. The County shall have such auditing rights as are necessary to enforce this clause. The NCCFT shall not decrease its deductible, nor increase any benefit level more than 20 percent (20%) over the life of this Agreement.

36-2 There shall be a two (2) month waiting period before new employees shall be eligible for dental coverage.

SECTION 37
LIFE AND DISABILITY INSURANCE

The County will provide a check-off for the payment of premiums for group life and disability insurance plans that are to be selected and completely paid for by the employees. If life insurance benefits are granted to any other County bargaining unit during the term of this Agreement, then and in that event, this Agreement shall be re-opened to negotiate with respect to said life insurance benefits for all employees covered under this Agreement.

SECTION 38
DEATH BENEFIT

The estate of a deceased employee of the faculty shall be entitled to be paid for all unused accumulated vacation time, sick leave, and compensatory time at his or her pro-rate prevailing rate of pay. However, if the faculty member has filed a "Designation of Beneficiary With Contingent Beneficiary" with the retirement system, such sum shall be paid to the beneficiary therein designated.

SECTION 39
ACCIDENTAL INJURY DEATH BENEFIT

For death due to accidental injury on the job, a member of the faculty shall receive the sum of ten thousand dollars ($10,000.00) in addition to other due entitlements under this contract. Such sum shall be paid to the estate of the employee; however, if the employee has filed a "Designation of Beneficiary with Contingent Beneficiary" with the retirement system, such sum shall be paid to the beneficiary therein designated.

SECTION 40
MILEAGE ALLOWANCE

40-1 Faculty required to use their private automobiles for off-campus College business will be compensated at the rate permitted under IRS regulations in accordance with the mileage distance as determined by the County Comptroller.

40-2 Authorization to use a private vehicle for College business must be obtained in advance from the office of the Vice President for Administration.

40-3 In the event the County increases the mileage allowance for any employee group, then this contract shall be deemed modified to reflect said increase.

SECTION 41
ACADEMIC REGALIA

41-1 As the College requires faculty to wear academic regalia (cap, gown, and hood) to certain College functions, the College will assist in the procurement of this regalia as follows:

41-1.1 It will be the individual's responsibility to purchase the required regalia. The College will reimburse the individual for the purchase of this regalia as follows:

a) Regalia for an Associate, Bachelor or Master degree, $100.

b) Regalia for a Doctoral degree, $200.

41-1.2 The College will reimburse the individual once for each degree level acquired.

41-2 In order for the faculty member to be reimbursed, he/she must present a copy of the paid bill enumerating the purchase of the regalia with a Nassau County claim form to the Accounts Payable section of the College's Procurement Department. The

regalia is then the permanent property of the faculty member. Regalia already provided to present faculty members may be retained by them, and no additional reimbursement will be made to them unless they achieve a higher level degree.

SECTION 42
TERMINATION PAY

42-1 The classroom faculty member or his/her legal representative upon termination of service shall receive a cash payment for the monetary value of his/her accumulated but unused sick leave at the time of such termination as follows:

YEARS OF SERVICE	% OF UNUSED SICK LEAVE
LESS THAN 15 YEARS	50%
15-19 YEARS	75%
20 OR MORE YEARS	100%

42-2 A non-classroom or professional faculty member or his/her legal representative, upon termination of service shall receive a cash payment for the monetary value of his/her accumulated but unused vacation time plus a percentage of his/her sick time accumulated but unused at the time of such termination as follows:

YEARS OF SERVICE	% OF UNUSED SICK LEAVE
LESS THAN 15 YEARS	50%
15-19 YEARS	75%
20 OR MORE YEARS	100%

42-3 **Unused Accumulated Vacation Time**

42-3.1 In the event that the faculty member is unable to utilize the 26 vacation days for his/her last year of employment prior to retirement because of the "press of business responsibilities", the faculty member will be paid for more than 90 days (maximum 116 days) if the following conditions are met:

a) The faculty member must attempt to use the current year's 26 days and must maintain a record of vacation requests and disapproval of same; and

b) The faculty member's immediate supervisor must certify that the days could not be used because of work-related needs.

SECTION 43
RETIREMENT PLANS

43-1 Full-time faculty are required to select one of the following retirement plans that are available to them: Optional Retirement Program, New York State Teachers' Retirement System, or New York State Employees' Retirement System.

43-2 Mandatory retirement shall be governed by the law and the regulations of the relevant retirement system.

43-3 Requests to hire a NY State Public Employee (form UP-211) may be signed by the College President in rare and unusual circumstances when a department is unable to find other qualified candidates. The requests will be sent to the Chancellor of SUNY for approval. There is no appeal of the President's decision.

43-3.1 At the time of a faculty member's initial appointment, should a UP-211 request be

signed by the President and approved by the Chancellor for the maximum of two years at a time, the College agrees to continue to request SUNY approval each two years as long as the faculty member requires the approval, so that there is no loss of pension benefits.

43-4 Unit members shall provide the College within sixty (60) days written notice of intention to resign for purposes of retirement. However, in the event of a major life event the sixty (60) day requirement shall be waived at the request of the unit member.

SECTION 44
EARLY RETIREMENT INCENTIVE

44-1 For a faculty member who will reach his/her fifty-seventh (57^{th}) birthday, and who will have completed ten (10) or more years of full-time service as a member of the full-time faculty at Nassau Community College, the enrollment period for the election of the early retirement incentive is from the date of said birthday for the remainder of that calendar year until December 31.

44-1.1 Failure to elect to retire early during the time periods specified above will preclude any faculty member from obtaining this benefit for the life of the Agreement.

44-1.2 This benefit is not available to faculty members who elect an early retirement incentive under the terms of any other retirement system or TIAA/CREF or Optional Retirement Program.

44-2 Incentive: An eligible faculty member will receive ninety percent (90%) of the final year's salary.

44-2.1 For purposes of this section only, "final year's salary" will be defined as the base annual salary for the faculty member, excluding advanced study differential, overtime, termination pay, and any other compensation additional to the base annual salary.

44-3 Payment of this early retirement incentive will be made in equal annual installments over the course of a five-year period, without interest. Upon early retirement under Section 44-1, the President of the College shall decide at the request of the faculty member and based upon the circumstances in each case, whether an employee shall receive a lump sum cash payment of this incentive. Should death occur during this payment period, the remainder due from the incentive will be paid to the estate of the deceased upon just demand.

SECTION 45
DISCONTINUANCE OF SERVICE

A faculty member who resigns from the College or who is terminated for other than budgetary reasons and subsequently is re-employed by the College shall not be deemed to have continuous employment. Such faculty member shall measure his/her seniority from the date of re-employment.

SECTION 46
TERMINATION FOR FINANCIAL REASONS

46-1 If the services of a faculty member shall be terminated for budgetary reasons, notice of termination shall be given to the faculty member as follows:

46-1.1 If the termination is mandated or dictated by State limitation of available funds,

notice will be given as soon as that limitation becomes effective and shall take effect at the end of the school year or such later date as may be required.

46-1.2 If the termination results from a limitation of funds dictated by the County, then at least one calendar year's notice will be given before a dismissal.

46-1.3 These rules shall apply to both tenured and non-tenured faculty.

46-1.4 If a faculty member is terminated for the above reasons before the end of the period of appointment because of a financial exigency or because of the discontinuance or reduction of a program of instruction, the released faculty member's place will not be filled by a replacement within a period of two (2) years unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline. If a faculty member is reappointed under this provision, his/her service shall be deemed continuous.

46-1.5 In the event of the above, the reduction of the faculty shall be on the following basis:

a) Reduction shall take place first among adjunct faculty members, then non-tenured faculty members, and finally tenured members in the department affected (subject to provisions of Notice of Non-Reappointment). If two or more persons have the same seniority, decision as to who shall be dropped will be based upon worth determined by procedures set forth by the Department P&B Committee within the guidelines developed by the Union and the Administration.

b) Faculty members who were employed by the College prior to the creation of a department shall have their seniority assured on a College-wide basis. Conflicts of seniority among faculty members with the same commencement date of full-time employment in the department shall be resolved by earlier dates of full-time employment at the College, part time employment at the College, or date of letter of appointment to the College, in that order. Every reasonable effort shall be made to offer the faculty member employment in another program in which the faculty member is presently qualified. Application for sabbatical leave for the purpose of retraining shall be considered by the Sabbatical Leave Committee.

SECTION 47
APPOINTMENT POLICY
FACULTY AND ADMINISTRATION

47-1 When a vacancy for a faculty position occurs in any department, the Vice President for Academic Affairs or the Vice President for Student Services shall evaluate the need for the position and thereafter, if it is determined that the position is needed, announce the vacancy to the Dean, the Personnel and Budget Committee and Department Chair of the unit to which the position is assigned. Except as noted in Section 46-1, the members of the Personnel and Budget Committee and the Chairperson of the Department in which the search is to be conducted (in case of non-academic department, the supervising administrator or his/her appointed representative) shall constitute the Selection Committee for the purpose of reviewing applications and credentials, interviewing candidates, and making recommendations to the appropriate Dean.

47-1.1 The Personnel and Budget Committee shall forward the names of the three qualified recommended candidates, in rank order, to the appropriate Dean for

review. (If a search does not result in three successful candidates, the Dean may, after reviewing the search process and the candidates, waive the requirement for three candidates.)

47-1.2 The Dean shall interview candidates referred in accordance with subsection 47-1 above. If the Dean does not select a candidate from this list he/she shall meet with the Personnel and Budget Committee to discuss his/her decision; thereafter, the Selection Committee shall promptly conduct a second search.

47-1.2.1 If the second search is not concluded within a reasonable time period the matter shall be referred by the Dean to the President for resolution and the appointment of a qualified candidate. Prior to making a determination the President or his/her designee shall meet with the Dean, the Department Chair, and the Personnel and Budget Committee to discuss the matter. Thereafter the President or his/her designee may make a selection. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the selection committee.

47-1.2.2 If a second search is timely conducted and if none of the candidates is found to be acceptable to the Dean, the compelling reasons for the decision shall be communicated in writing to the Personnel and Budget Committee by the Dean. If consultation with the Personnel and Budget Committee does not resolve the matter, it shall be referred to the President, or his/her designee, who shall meet with the Dean, the Department Chair, and the Personnel and Budget Committee to discuss the matter. Thereafter the President or his/her designee may make a selection. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the selection committee.

47-1.3 When a vacancy for a position occurs in any area that reports to the Vice President for Academic Student Services, the members of the Personnel and Budget Committee and the Chair of the Department shall constitute the Selection Committee.

In the Department of Student Personnel Services, the members of the Personnel and Budget Committee shall constitute the Selection Committee. In areas that report to the Vice President for Academic Student Services or the Vice President for Academic Affairs, that do not have a chairperson or a Personnel and Budget Committee, the Selection Committee shall consist of the director of the area and representatives designated by the Vice President. The process in Section 47-1.2 shall be followed.

47-1.4 If none of these candidates is found acceptable, compelling reasons for this decision shall be communicated in writing to the P&B Committee. If consultation with the P&B Committee does not resolve the matter, it may be subject to the appropriate grievance procedures. A new search cannot be initiated unless there is agreement with the Department or resolution by grievance. In no case shall anyone be appointed to fill a vacancy who has not received a favorable recommendation from the departmental Selection Committee. Upon positive referral, the successful candidate shall be appointed by the President.

47-2 Current full-time temporaries, who received their appointment as a result of approved search procedures, shall, on the recommendation of the P&B Committee, be appointed to the first available vacancy.

47-3 A member of the faculty with a formal academic rank or a member of the professional faculty who leaves the faculty ranks to take a twelve (12) month position within the Administration shall have priority in filling an appropriate vacancy when returning to the department from which he/she came. The department Chairperson and/or the Personnel and Budget Committee may reject the appointment only on the grounds of lack of professional qualification. This rejection may be subject to the appropriate grievance procedure. He/she shall be placed in the first available appropriate opening in the department.

47-4 His/her position as to academic rank, professional title, tenure, and department seniority will be the same as the day he/she left the academic department or professional unit. Upon returning to the academic department or professional unit, he/she shall assume the step he/she would have had if the faculty member had not left the department or unit. Seniority does not accrue when a faculty member is out of the department.

47-5 A faculty member who has achieved tenure in one department and becomes a member of another department must apply for tenure when his/her probationary period is completed. If tenure is not granted, that person returns to the department where tenure is held under the terms and conditions stated in the contract. If tenure is granted in a new department, then tenure in the previous department must be forfeited.

47-6 Time in rank of a member of the faculty who has moved from one department to another may be used for purposes of promotion. However, honorary rank achieved does not count for promotion.

47-7 In those cases where an Administrative Assistant (AA), Technical Assistant (TA), or Technologist is appointed to a classroom faculty position, the individual so appointed shall be given the title and rank of Instructor. The salary shall be fixed as follows:

a) Where the salary as an Administrative Assistant, Technical Assistant, or Technologist lies between Step 1 and Step 16 of the Instructor rank, the AA, TA, or Technologist shall be placed on the instructor step that most closely equals the salary he/she would have received as an AA, TA, or Technologist.

b) Where the salary as an Administrative Assistant, Technical Assistant, or Technologist is greater than Step 16 of the Instructor scale, the AA, TA, or Technologist shall be placed at Step 16 of the Instructor scale.

c) Where the salary as an Administrative Assistant, Technical Assistant, or Technologist is less than Step 1 of the Instructor scale, the AA, TA, or Technologist shall be placed at Step 1 of the Instructor scale.

47-7.1 Administrative Assistants, Technical Assistants, or Technologists who are tenured and who are appointed to classroom faculty positions will maintain tenure as AA's, TA's, or Technologists but will begin a new probationary period for tenure and promotion as classroom faculty. A Professional Development Plan will be required. In the event an AA, TA, or Technologist is granted tenure as a classroom faculty, he/she will relinquish the tenure held as a TA, AA, or Technologist. If tenure is not granted as a classroom faculty, the TA, AA, or Technologist will revert to the tenured position previously held.

47-7.2 In those cases where a non-classroom instructional faculty member is appointed to

a classroom instructional faculty position, the individual so appointed shall retain the title and rank achieved while a member of the non-classroom faculty. In order to apply for promotion, the contractually specified time in rank must be served as a member of the classroom faculty. All non-classroom instructional faculty members appointed to a classroom position will begin a new probationary period for tenure as classroom faculty. A Professional Development Plan will be required. In the event that a faculty member has previously been granted tenure as non-classroom faculty, the non-classroom faculty member appointed to a classroom position will maintain tenure as non-classroom faculty. Should the individual be granted tenure as classroom faculty, he/she will relinquish the tenure held as non-classroom faculty. If tenure is not granted as classroom faculty, the individual will revert to the tenured position previously held.

SECTION 48
REAPPOINTMENT AND
NON-REAPPOINTMENT

48-1 Nassau Community College subscribes to the Standards for Notice of Non-Reappointment adopted by the American Association of University Professors on April 11, 1964, the text of which follows:

"Notice of Non-Reappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:

- Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if one year appointment terminates during an academic year, at least three months in advance of its termination.
- Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination. At least twelve months before the expiration of an appointment after two or more years in the institution."

48-2 The initiative for non-reappointment of all faculty normally resides with the departmental Personnel and Budget Committee. In the event of a decision of non-reappointment by the aforementioned, the Personnel and Budget Committee must normally notify the individual concerned thirty (30) days prior to any recommendation made to the Administration. The individual concerned shall have the right to use the prescribed grievance procedure.

48-3 All non-tenured faculty shall receive one year renewable contracts until the expiration of their probationary period unless they are not reappointed.

48-4 Should the recommendation for non-reappointment originate outside the department, it must be in writing, indicating reasons for the recommendation and submitted to all parties concerned. The Personnel and Budget Committee will then reevaluate the recommendation and make its position known to the President. The individual concerned shall have the right to use the appropriate grievance procedure.

SECTION 49
PROGRESSIVE DISCIPLINARY PROCESS

49-1 It is expected that all faculty members will conduct themselves according to generally expected standards of conduct and performance. Both the NCCFT and the College recognize the importance of counseling and the principles of corrective discipline. Therefore, it shall be the purpose of the Progressive Disciplinary Process to provide a fair, consistent method of addressing unacceptable and inappropriate behavior by informing the faculty member of unacceptable behavior and/or violations of College policy and procedure and giving faculty the opportunity to remediate unacceptable behavior and/or violation of College policies and procedure in order to eliminate problems as much in advance as possible. This policy will provide for a prompt, equitable and efficient procedure for disciplining and/or counseling a faculty member.

49-1.1 In applying the procedure herein, the Chair and/or the Dean and/or Supervisor and/or Vice President need to consider the severity of the offense, the previous record of the faculty member, and the length of time between offenses. A faculty member's past record does not have to include a prior offense of the same type to be issued a warning. A single major incident if adequately serious, can warrant invocation of contract procedures leading to termination. In all stages of this process, the Office of Human Resources may be consulted.

49-2 **The Progressive Disciplinary Process:**

To insure that the faculty member has the opportunity to discuss deficiencies, to understand where improvement is needed, to know what are the expectations of the Chair and/or the Dean and/or Supervisor and/or Vice President and to have the opportunity to take corrective action, the following procedures should be followed:

49-2.1 a) Oral Notification
b) Verbal Counseling

49-2.2 Written Notice
a) Written Counseling
b) Written Reprimand

49-2.3 Suspension Untenured Employees
a) With pay (1-5 Days)
b) Without pay (1-10 Days)

49-2.4 Suspension Tenured Employees
a) With pay (1-5 Days)
b) Without pay (1-10 Days)

49-2.4.1 The foregoing suspension penalties against tenured employees shall not be imposed until the affected unit member shall have been granted an opportunity to hear the reasons asserted as justification of the penalty before the Chair and/or the Dean and/or Supervisor and/or Vice President imposing the penalty. The affected unit member shall be granted the opportunity to respond and may be represented by the NCCFT at the meeting that the foregoing occurs.

49-2.5 Termination
a) Non-tenured (refer to Sections 48 and 49-5 of the NCCFT Contract)
b) Tenured (refer to Section 50 of the NCCFT Contract-Dismissal of Tenured Faculty)

49-3 **Definitions For Progressive Disciplinary Process**

49-3.1 **Oral Notification** is used by the Dean, the Chair and/or lowest possible departmental level administrator or supervisor for unit members without a Dean, for the first minor infraction, to verbally notify the faculty member of unacceptable behavior or unacceptable conduct. This method can be used twice before going on to the next step. An oral warning remains in effect for twenty four (24) months.

49-3.2 **Written Notification** is used by the Dean, the Chair and/or the lowest possible departmental level administrator or supervisor for unit members without a Dean for:

49-3.2.1 **Written Counseling** is normally used for unacceptable behavior or unacceptable conduct; to assist a faculty member in understanding and correcting the behavior, they can be referred to the Employee Assistance Program (EAP). The written counseling notice comes from the Dean or Supervisor and remains in effect for twenty four (24) months.

49-3.2.2 **Written Reprimand** is normally used as a disciplinary action to inform a faculty member of unacceptable behavior or unacceptable conduct and states that future occurrences are subject to further disciplinary action.

49-3.2.3 Written reprimands are normally issued when there is:

a) Repeat minor infractions for which the faculty member has previously been orally warned;

b) Several minor infractions occurring within a short time, preceded by a minor infraction for which the faculty member has previously been orally warned;

c) The first incident of a more serious infraction.

(1) The written reprimand comes from the Dean or the Chair and remains in effect for twenty four (24) months.

(2) Written warning memoranda will be placed in the faculty member's personnel file; the faculty member may respond in writing to the warning memoranda. The written warning (and response) is not subject to the grievance procedure but may be responded to.

(3) Written responses will be filed in the personnel file along with the written warning memoranda and remain in effect for twenty four (24) months and shall be removed upon request to the College and the NCCFT Contract Administrators if there is no further occurrence.

49-4 **Suspension** is normally used for the temporary removal, with or without pay, of a faculty member from the performance of his/her duties. Suspensions are normally used for:

Recurrences of habitual minor infractions or several more serious infractions preceded by an infraction for which the faculty member has recently received oral and/or written warnings; or the first act representing a significant violation that does not warrant the commencement of termination proceedings without the prior benefit of either an oral or written warning.

49-4.1 Suspensions are imposed by a Dean or Vice President. The decision to suspend can be grieved at Step 3. Documentation of suspension will be in the faculty member's personnel file and remains in effect for twelve months and shall be removed from the file if there is no further occurrence.

49-5 **Termination** of employment is the culmination of the progressive disciplinary

process. Terminations occur for major infractions or when the progressive measures hereinbefore set forth have not corrected unacceptable behavior. In the event a decision is made to terminate a faculty member who is non-tenured, Sections 48 and 49-5 of the Collective Bargaining Agreement shall apply. If the faculty member is tenured, the process contained in Section 50 will be used. The Office of Human Resources should be consulted before terminating a faculty member.

SECTION 50
DISMISSAL OF TENURED FACULTY

50-1 The College and the NCCFT agree that in all dismissal cases involving tenured faculty the bargaining unit member shall be guaranteed the rights and procedures contained in the documents enacted by the American Association of University Professors (AAUP) entitled: the "Statement on Procedural Standards in Faculty Dismissal Proceedings" (1958); the "1940 Statement on Principles on Academic Freedom and Tenure" as amended (1978), and the "Recommended Institutional Regulations of Academic Freedom and Tenure (1982)." (The 1982 document serves as a primary outline for procedure as modified by this Agreement.) It is understood and agreed that the above three documents shall be controlling in tenure dismissal cases except where the rights and procedures contained in these documents are expressly waived or changed in the following paragraphs of this Agreement. It is also understood that the provisions of the Collective Bargaining Agreement shall be observed and honored in any tenure dismissal hearing. Tenured faculty members shall only be dismissed for adequate and just cause.

50-2 For the purpose of a tenure dismissal hearing, the nine elected faculty members of the College's Promotion and Tenure Committee (P&T) shall serve as the Hearing Committee (Committee). This Committee shall determine if adequate and just cause exists to recommend the dismissal of a faculty member. The two elected faculty alternates may serve as replacements in case of disqualification or resignation of one of the nine elected faculty members. Only the nine elected members of the Committee may vote unless permanently replaced by an alternate. No member of the Committee may be a party to the final recommendation and/or discussions arriving at any recommendation, and/or participate in the process unless he or she was in attendance at all prior meetings. A majority (which must be five votes) of the Committee must agree on the final recommendation and all decisions.

50-3 **INFORMAL PROCEEDINGS**:

50-3.1 If a recommendation for dismissal emanates from the department Personnel and Budget Committee, the Dean or a Vice President designated by the President, shall investigate the charges and shall discuss the matter with the faculty member and the P&B Committee. If within thirty (30) working days there is no mutual resolution, the President, upon the Dean’s recommendation, may begin formal proceedings against the faculty member by issuing a formal finding of probable cause to seek the faculty member's dismissal.

50-3.2 If a recommendation for dismissal emanates from outside the department, the Dean, or a Vice President designated by the President, shall discuss the charges with the

faculty member. If, within thirty (30) working days, they cannot agree to a mutual resolution of the matter, the appropriate Dean and/or Vice President shall discuss the matter with the faculty member's department P&B Committee. In case the faculty member is not attached to a department, the discussions will be with the individual's immediate supervisor. The faculty member shall be present at these discussions. The P&B may seek to effect a fair adjustment if possible. If no adjustment is possible, the P&B Committee will so notify the Dean and/or Vice President. The President may begin formal proceedings against the faculty member by issuing a formal finding of probable cause to seek the faculty member's dismissal.

50-3.3 The faculty member shall have the right to have a union observer present during any stage of these informal proceedings.

50-3.4 In both cases, the President shall send to the faculty member the finding of probable cause thereby notifying the faculty member of the charges. The faculty member has a right to a hearing on the charges before the P&T Committee. The hearing shall not be public unless so requested by the faculty member in writing before the hearing commences or on the record during the hearing.

50-4 **FORMAL PROCEEDINGS:**

50-4.1 After the faculty member has received notice of the specific charges and has requested a hearing, the President shall notify the P&T Committee that a hearing is required. The President's notification to the Hearing Committee shall not contain the specific charges, but only the fact that probable cause has been found and a hearing has been requested. The charges and supporting papers will be submitted to the Committee according to regular Committee procedures.

50-4.2 The faculty member shall not be suspended from his/her classes or duties before or during the formal proceedings unless justified by the threat of immediate harm to any person. In no event shall a suspension take place without notification to the faculty member's P&B Committee. Suspension shall be with full salary and benefits.

50-4.3 The President may withdraw the charges and terminate the matter at any time.

50-5 **COMMITTEE PROCEDURE**:

50-5.1 The Committee, after receiving notification that charges exist and that a faculty member seeks a hearing, shall notify the faculty member, the President, and the NCCFT that a hearing will be conducted at a certain time and place. A representative designated by the NCCFT may be present during the hearings. The President may designate a representative to be present during the hearings. The charges shall be reduced to writing.

50-5.2 The College and the NCCFT shall select a Committee Arbitrator who shall make all evidentiary and procedural rulings and to provide advice to the Committee on all other legal matters that may arise during the course of the hearing. The Committee Arbitrator shall make evidentiary rulings on the record arising during any pre-hearing meetings and the hearing itself. The Committee Arbitrator shall be selected by the College and the NCCFT pursuant to the rules for voluntary labor arbitration of the American Arbitration Association. The Committee Arbitrator shall be selected prior to the commencement of the hearing and shall be an attorney. The cost for the services of the Committee Arbitrator, including expenses, if any, will

be assumed by the College. (This provision will be applicable to all proceedings heard following July 1, 2017).

50-5.3 The Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings in order to simplify the issues, effect stipulations of facts, provide for exchange of documentary or other information, and achieve such other appropriate pre-hearing objectives as to make the hearing fair, effective and expeditious, or reach settlement.

50-5.4 Although the Committee is not expected to follow rules of court procedure, all evidence concerning the case will be duly recorded and the testimony of witnesses will be received under oath of credibility. The record of the hearing shall be made available to the faculty member without cost. The Committee will consider only those charges contained in the President's written statement. The elected Chairperson of the P&T Committee shall, upon the advice and consent of Committee members, make determinations, on the record, as to all evidentiary and procedural matters. The Committee, in accord with the procedures of the AAUP standards referred to above and the NCCFT contract, shall determine the credibility of witnesses and evidence. The Committee shall ask questions through one committee member or the Chair in order to avoid undue delay.

50-5.5 The Committee will first hear testimony by the College's witnesses as to the specific grounds for the dismissal. The Committee shall have the option of questioning the witnesses and reviewing all documents submitted by the College. The faculty member shall have the opportunity to respond and to be represented by Counsel. The faculty member may call witnesses of his/her own choosing. Both parties shall have the right of cross examination.

50-5.6 At the end of the hearing process, the Committee may request oral argument and/or written briefs before making its recommendation. Both the College and the faculty member shall have the right to request oral argument and/or the right to file a written brief. In either case the parties shall be given reasonable time to prepare. The Committee shall meet at the end of all these procedures and discuss the case based upon all the facts in the record and make a written determination as to each specific charge basing its decisions on specific evidentiary and credibility finding with specific reference to the record. The Committee may consult with the Committee Arbitrator only on questions of law during the deliberation process. The Committee shall recommend such differentiated penalties it deems appropriate, including written reprimand, fine, suspension with or without pay, or termination, all with or without appropriate counseling. The Committee shall communicate its findings and recommendations in writing to the President and faculty member.

50-5.7 The President may withdraw the charges and terminate the matter. Alternatively, he may impose any sanctions the Committee has recommended or impose any sanctions he deems appropriate but must at all times base his decision upon the Committee's finding of fact and credibility upon the record.

50-6 **BOARD OF TRUSTEES:**

50-6.1 The Board may review the sanctions, but must do so upon the Committee's findings of fact and credibility based upon the record. The faculty member and any representative he/she may choose, as well as the Union, may argue orally or may submit written appeals to the Board.

50-6.2 If the Board disagrees with the sanctions imposed, it shall send the matter back to the President with its written objections specifically referring to the record. The President will reconsider and issue a decision which shall be final.

50-6.3 The burden of proof as to whether adequate and just cause exists to dismiss the faculty member rests with the College and will be satisfied only by clear and convincing evidence of that fact as contained in the record.

SECTION 51
TEMPORARY APPOINTMENTS

51-1 Full-time temporary appointments shall follow the same procedure as full-time permanent appointments even if appointment is made during a semester.

51-2 Temporary appointees are not eligible to serve on departmental Personnel and Budget Committees but may serve the College in every other way.

51-3 The time accrued by faculty on a temporary appointment shall count toward promotion, tenure and sabbatical in the event the temporary full-time faculty member is appointed to a full-time permanent position, if the full-time appointment occurs within one year following the conclusion of the temporary appointment.

51-4 When a member of the classroom faculty takes a leave of absence without pay, the department will not be penalized in terms of the number of hours which can be scheduled in the semester of said leave.

51-5 The hiring of a full-time replacement will be dependent on the actual need of the department, based on registration.

SECTION 52
TENURE POLICY

52-1 After the expiration of a probationary period, tenure shall be granted in accordance with the procedures listed below. After receipt of tenure, a faculty member's service shall be terminated only for adequate cause.

52-2 Applications for tenure and promotion to Assistant Professor, and the review procedure for both shall be simultaneous at the P&B and P&T levels. Notification procedure shall follow existing practices for tenure as described above. A recommendation for tenure/promotion to Assistant Professor from the P&B and P&T Committees shall be forwarded to the President for review. An Instructor granted tenure will be simultaneously promoted to Assistant Professor. An Assistant Professor applying for tenure may also apply for promotion; however, the application process, review, and recommendations shall be separate and distinct and shall follow the respective deadlines set forth by the P&T Committee and the procedures set forth above.

52-3 For professional faculty and instructional faculty appointed on a twelve-month basis, the probationary period shall be five (5) years within a Department from the date of the initial professional appointment to that Department. The definition of semester for the sole purpose of eligibility for tenure for faculty appointed on a twelve-month basis shall be:

Fall Semester September 1 up to and including the first day of the Spring semester.

Spring Semester The day after the start of the Spring semester through August 31.

Applications for tenure and promotion to P-2 and the review procedure for both shall be simultaneous at the P&B Committee/Professional Faculty Unit and the Promotion Committee – provided that the applicant possesses a Bachelors Degree in discipline relevant to the position as required in Section 57-1.

52-4 Individuals whose initial appointment was for or during a spring semester will serve an additional semester of probationary service. By February 1st of each year, the Academic Department Chairperson, or Supervising Dean or Director in the case of professional faculty not attached to an academic department, and the Personnel & Budget Committee of each department shall consider those departmental members who are eligible and have applied for tenure and shall submit their recommendations to the Promotion and Tenure Committee. No later than March 1st, the Promotion and Tenure Committee will forward to the President its recommendations. These in turn shall be forwarded by the President to the Board of Trustees for their consideration. The Board of Trustees may, upon recommendation of the President, grant tenure. The President's refusal to recommend or Board of Trustees' refusal to grant tenure, following a favorable recommendation by the Promotion and Tenure Committee, shall only occur in rare instances and for compelling reasons which shall be communicated in writing to the candidate.

52-5 If a faculty member eligible for tenure is not recommended for it by the Promotion and Tenure Committee, then by April 1st of the last year of his/her probationary period, he/she shall be informed in writing by the President of the reasons for not recommending tenure. Non-recommendation for tenure shall constitute grounds for appropriate grievance. When tenure is not recommended during the last probationary year, the faculty member shall be so notified under the provisions for non-reappointment. Tenure will not be awarded by default. Notwithstanding the provisions of Section 17-5.1, an individual faculty member who has not been recommended for tenure shall have the right to utilize all steps of the grievance procedure in Section 17.

52-6 Tenure approved in one academic year shall take effect on September 1 of the following academic year and shall be covered by the provisions of the Contract.

SECTION 53
ACADEMIC DEPARTMENTS
CREATION/MERGER/SPLITS

53-1 The College Administration shall have the right to split, merge, or create departments consistent with general College policy.

53-2 In the event the College Administration determines to merge departments, the following procedures will be followed:

53-2.1 The Vice President for Academic Affairs will send notification of the proposed merger to the Department Chairpersons and Personnel and Budget Committees of the departments that are to be merged.

53-2.2 Within four (4) weeks of the date of notification of the proposed merger, the Vice President for Academic Affairs will meet with the Department Chairpersons of the affected departments to discuss the proposed merger.

53-2.3 Within four (4) weeks of the date of notification, the following consultation with the Department's Personnel and Budget Committee, the Department Chair's may provide the Vice President for Academic Affairs with any recommendations the Department may have regarding the proposed merger.

53-2.4 Department Chair Elections: Unit members of the departments being merged will participate in one election to vote for a Department Chairperson in the April election prior to the implementation of the merger. The elected Department Chairperson will assume his/her duties on August 1.

53-2.5 Department Committee Elections: In the event a committee seat is expiring in the same calendar year of a planned merger, unit members of the department being merged will be eligible to run for an open seat and to vote in the April election prior to the implementation of the merger.

53-2.6 The parties agree that the above procedures shall govern department mergers and shall supersede any side letter, memorandum of agreement, and/or Academic Senate recommendation or resolution pertaining to department mergers (including but not limited to, the September 24, 1976 and March 7, 1985 Academic Senate resolutions.)

53-3 In the event that a department is split into two or more departments or if two or more departments are merged into one department or a new academic department is created, faculty members concerned who hold tenure and rank shall continue to do so in the one new department. All the time accumulated in the previous department shall accrue for the purpose of tenure, promotion, sabbatical, and seniority.

SECTION 54
PROMOTION POLICY
INSTRUCTIONAL FACULTY

54-1 The Administration shall publish the current policy on promotional standards developed by the P&T Committee in conjunction with the P&B Committees and Department Chairpersons. Changes or amendments shall require the approval of both Contract Administrators. Only those faculty who meet the developed standards shall be considered for promotion. There shall be no waiver of these standards.

54-2 Eligibility to apply for promotion from Instructor to Assistant Professor shall include a minimum of five (5) years service as an Instructor at the College. No substitute for this time requirement may be granted to classroom faculty. No one on a terminal contract shall be eligible for promotion.

54-3 Eligibility to apply for promotion from Assistant Professor to Associate Professor shall include a minimum of four (4) years as an Assistant Professor at the College.

54-4 Eligibility to apply for promotion from Associate Professor to Professor shall include a minimum of five (5) years as an Associate Professor at the College and the status of tenure.

54-5 All recommendations for promotion in academic rank shall be forwarded to the Promotion and Tenure Committee by March 1st. The Promotion and Tenure Committee will then forward to the Administration its recommendations for promotion no later than April 15th. Candidates shall receive official notification of the Board of Trustees' actions on said promotions within ten (10) days of such

Trustees' actions.

54-6 All faculty who have received their present rank (either through appointment or promotion) in a month other than September shall have the time in-rank requirements reduced by the first (1st) year of appointment/probation. The calculation of time in rank in the event of a promotion/appointment shall commence on the September 1st of the promotion/appointment. In the event that a promotion/appointment occurs after September 1st, calculation of time in rank shall commence on the next following September 1st.

54-7 In evaluating eligible non-teaching faculty in the Library and Department of Student Personnel Services for promotion in academic rank, the criteria of "Effectiveness in the Classroom" will be interpreted as "Effectiveness in _____" (substitute the appropriate area of responsibility).

54-8 Should a faculty member who has received a recommendation for promotion leave the College before the effective date of his/her promotion, the next eligible candidate in the ranked order shall be considered for recommendation for promotion, if the Promotion and Tenure Committee believes that such person is qualified.

54-9 All faculty promoted from Instructor to Assistant Professor shall be placed at Step 5.

54-10 All faculty promoted from Assistant Professor to Associate Professor shall be placed at Step 6.

54-11 All faculty promoted from Associate Professor to Full Professor shall be placed at Step 6.

SECTION 55
PROMOTION ALLOCATIONS

55-1 During the academic years 2022-2023, 2023-2024, 2024-2025, the College and the NCCFT shall determine allocation of the forty-eight (48) lines for promotion to the ranks of Associate Professor and Professor for the following academic year.

55-2 Promotions approved in one academic year shall take effect September 1 of the following academic year and shall be covered by the provisions of the Contract.

SECTION 56
PROMOTION POLICY
PROFESSIONAL FACULTY

56-1 The Administration shall publish the current policy on promotional standards which will be developed by the P&T Committee in conjunction with the P&B Committees and Department Chairpersons. Changes or amendments shall require the approval of both Contract Administrators. Only those professional faculty who meet the developed standards shall be considered for promotion. There shall be no waiver of these standards.

56-2 Hiring for Technical Assistants and Administrative Assistants shall normally be at the P-1 level or T-1 level.

56-3 Professional faculty members holding positions in administrative departments at the P-1, P-2, P-3, or P-4 level will be titled Administrative Assistant I, II, III, or IV respectively.

56-3.1 Professional faculty members holding positions in academic departments at the T-1, T-2, or T-3 level will be titled Technologist I, II, or III.

56-3.2 Professional faculty members holding positions in academic departments at the P-1, P-2, P-3, or P-4 level will be titled Technical Assistant I, II, III, or IV.

56-4 The time in rank required to be eligible for promotion between P-1 and P-2 or T-1 or T-2 shall be five (5) years.

56-5 The time in rank required to be eligible for promotion between P-2 and P-3 or T-2 and T-3 shall be four (4) years.

56-6 Positions at the P-5 and P-6 level will continue with specific titles and no automatic upgrading will be provided at these levels.

56-7 A **Career Path for P Grade Faculty:**

56-7.1 Faculty on the P scales with a master's degree or higher and five years of service as a P3 may apply for a promotion to P4 based upon increased, changed, or more complex job responsibilities since their previous promotion to P3. In academic departments, this will be documented by the Chair and Personnel & Budget Committee with a letter included in the promotion application. In the PFU, this will be documented by the Supervisor or appropriate Vice President, and reviewed by the appropriate Vice President, with a letter included in the promotion application.

56-7.2 Professional faculty so promoted will be placed in accordance with Section 21-3 at a salary increase of at least $160 on base salary beyond what said faculty member would have received had he/she not been promoted.

56-7.3 In order to be promoted from P3 to P4, the applicant must demonstrate one or more of the following criteria:

a) New or increased programmatic responsibilities;
b) New or increased use of technology;
c) Increased responsibilities due to the departure of another faculty member;
d) Continuing professional development necessitated by complexity/change in the professional (work) area.

56-7.4

a) For PFU Faculty: The promotion process will be initiated by the faculty members in accordance with P&T procedures. The application will be submitted to the Administrative Supervisor. The Supervisor will provide the Professional Advisory Committee (PAC) with a written recommendation. The PAC will review the Supervisor's recommendation, and the current and prior evaluations in the candidate's official personnel file. Following the current P&T procedures for P&B Committees, the PAC will forward the application to the P&T Committee. The application must contain an evaluation report by the Supervisor done during the current year. The P&T Committee will make the final determination on the promotion subject to its customary procedures.

b) For Faculty in Academic Departments: The promotion process will be initiated by the faculty members in accordance with P&T procedures. The application will be submitted to the department P&B Committee. Following the current P&T and contractual procedures (contract Section 59), the P&B Committee will forward the application to the P&T Committee. The P&T Committee will make the final determination on the promotion subject to its customary procedures.

56-7.5 Seven promotions will be made available annually for promotions from P3 to P4.

56-7.6 Professional faculty at the P5 level will normally be titled Associate Director, Associate Registrar, etc. Hiring for these P5 jobs will be done via a search process that complies with Nassau Community College Affirmative Action procedures.

56-8 The Union and the College Administration agree to establish a joint committee to review all job classifications on the P level.

56-9 Recruiting for all P positions and T positions will be in accordance with normal College policy covering P grade and T grade.

56-10 Procedures for implementing P grade and T grade promotions will be in accordance with contractual provisions.

56-11 Professional faculty members promoted from P-1 to P-2 or T-1 to T-2 shall be placed at Step 5. Professional faculty members promoted from P-2 to P-3 or T-2 to T-3 shall be placed at Step 7.

SECTION 57
QUALIFICATIONS FOR APPOINTMENT AND PROMOTION - PROFESSIONAL FACULTY

57-1 Qualifications for appointment and promotion to the various professional positions will be based on annual performance evaluation as well as meeting the following degree and time in rank requirements:

P-1 Associate Degree

P-2 Bachelor's Degree in discipline relevant to the position plus five (5) years as P-1.

P-3 Bachelor's Degree plus four (4) years at P-2.

P-4 Master's Degree plus five (5) years at P-3.

P5-6 Master's Degree plus appropriate experience.

57-2 No professional faculty member employed prior to September 1, 1975 shall be required to possess an Associate or Bachelor's degree for promotion to P-2 or P-3, nor shall the lack of such degree adversely affect his/her chance for promotion.

SECTION 58
QUALIFICATIONS FOR APPOINTMENT, PROMOTION, AND RECLASSIFICATION – TECHNOLOGIST

58-1 Professional faculty (those on P-1, P-2, P-3, and P-4) shall be permitted to apply for the position of Technologist. Movement from P-rank to T-rank shall be through a promotion process. The P&T committee shall be authorized to recommend up to ten (10) per year of the professional faculty for this new title.

58-2 Promotion or hiring to the T rank shall require a Bachelor's degree and a certificate from a professional organization (e.g. Novel Certified, Microsoft Certified) or a Bachelor's degree and work duties requiring a high degree of technological or computer skill.

58-3 Upon reclassification from the P-scale to the T-scale, the faculty member shall assume the corresponding T-scale and step as he/she would have if he/she had remained on the P-scale.

58-4 After initial placement on the T scale, time previously served on the corresponding

P scale shall count towards the five (5)/four (4) years required for tenure and/or promotion. (See Sections 56-4 and 56-5, respectively.)

SECTION 59
PROMOTION AND TENURE COMMITTEE

59-1 The Committee on Promotion and Tenure shall be responsible for:

59-1.1 Developing and reviewing criteria for promotion and tenure with the approval of the Contract Administrators.

59-1.2 Receiving and evaluating applications for promotion and tenure.

59-1.3 Reviewing the personnel files of applicants for promotion or tenure prior to making their recommendations for promotion or tenure.

59-1.4 Forwarding a report of their recommendations to the President who shall so inform the Board of Trustees at the next regularly scheduled meeting.

59-1.5 Serve as a hearing committee in all tenure dismissal proceedings.

59-2 The Promotion and Tenure Committee shall consist of an appropriate Dean (on a rotational basis) and nine (9) faculty members and two (2) alternates each of whom must be from different departments and hold the rank of Associate Professor or above, all of whom must be tenured. Faculty members without academic rank who are at least P-3 or T-3 and have a masters degree or other advanced graduate degree shall be eligible to serve on the college wide P&T Committee.

59-3 All members will serve staggered two year terms and may be re-elected only once. The Committee shall convene and elect its Chairperson before the end of the spring semester.

59-4 In the event that a member of the Promotion and Tenure Committee resigns or otherwise leaves vacant an unexpired term of office, he/she shall be replaced by the first alternate who then becomes a permanent member of the Committee. In the event of a second vacancy, it shall be filled by the second alternate. No member of the faculty shall sit on the Promotion and Tenure Committee during the time he/she is applying for promotion.

59-5 The Committee shall receive and consider for action the recommendations from the departmental Personnel and Budget Committee and the Department Chairperson which may contain a minority report originating with the departmental Personnel and Budget Committee. The Committee shall also receive and consider for action the comments and recommendation of the faculty member's Area Dean or supervising administrator which recommendation shall be provided in writing to the Committee and made a part of the P&T file relating to the matter for consideration before the committee. The comments and recommendation shall be reflective of both prior evaluations and current performance. Failure of the Area Dean or supervising administrator to provide the above shall not influence the decision of the P&T.

59-6 The Committee shall determine that each department's recommendations are accurate and meet the criteria set forth herein.

59-7 In the event that there is a disagreement between the Personnel & Budget Committee and the Department Chairperson or a minority report, or if there is not unanimous agreement of the Personnel & Budget Committee on the application, or if the Promotion and Tenure Committee is considering the reversal of a unanimous

recommendation of the Personnel and Budget Committee, the Promotion & Tenure Committee shall do whatever it deems necessary to determine whether the applicant is deserving. In addition, should the aforementioned circumstances occur regarding an application for tenure, the Promotion & Tenure Committee shall interview the applicant, the Department Chairperson, and representatives of the Personnel & Budget Committee before any decision is made.

59-8 A grievance against the Promotion and Tenure Committee on matters of promotion can only be on alleged improper procedure and/or violations of contractual obligations. If the complainant alleges that one of these has occurred, he/she may appeal to the neutral third party on the Grievance Committee who will review the case in executive session and render a final and binding decision as to the appropriateness of a full grievance hearing. The decision of the Grievance Board to accept or reject a formal hearing shall be made within twenty-four (24) hours of its initial inquiry. Insofar as is possible no other promotion candidate shall have his/her privacy compromised as a result of the grievance.

SECTION 60
PERSONNEL AND
BUDGET COMMITTEES

60-1 Each academic department shall have a Personnel and Budget Committee whose size and composition, including the Chair, shall be based on the table below. The members of the Personnel and Budget Committee must be full-time faculty, a majority of whom must hold tenure whenever possible. The Committee shall not include non-unit members. This Committee shall be elected by the unit members of the department during April for a two (2) year term beginning the following September 1st. All members will serve staggered two (2) year terms. A person on leave without pay may not serve on a P&B Committee.

60-1.1 An alternate on the P&B Committee has voice but no vote and becomes a voting member only when replacing a regular member due to absence. A person on leave without pay may not serve on a P&B Committee. A full-time faculty member elected as an alternate to a P&B Committee is not considered a member of the committee and does not exercise any of its contractual functions except as follows: 1) to replace a committee member on sabbatical leave or leave of absence for the semester in which such leave occurs; 2) when a vacancy occurs due to resignation or retirement in which case the alternate completes the term of office.

Full-Time Faculty	P&B Members	Alternates
1 - 10*	3	1
11 - 24	5	2
25 +	7	2

*Except African-American Studies Department

60-2 The functions of the P&B Committee shall include departmental matters and decisions regarding personnel, budget, and other matters including, but not limited to the following:

60-3 **Internal Departmental Affairs**: The written documented advice of the departmental P&B Committee on matters such as the following shall be considered

and implemented by the Departmental Chairperson except as provided in item #d under Academic Department Chairpersons' Duties:

60-3.1 The use of allocated office space and allocated departmental equipment.

60-3.2 The assignment of allocated clerical staff.

60-3.3 The expenditure of the allocated department budget.

60-3.4 Consistent with the Policies and Procedures as contained in Appendix 4, the assignment of personnel to teaching schedules and the assignment of working hours for the other instructional and professional personnel. This function may be delegated to another elected departmental committee.

60-3.5 The development of criteria and procedures for the evaluation of the departmental faculty and academic programs.

60-3.6 The evaluation of departmental faculty.

60-3.7 Changes in individual job responsibilities within job categories.

60-3.8 The annual evaluation of Chairpersons.

60-3.9 Conducting the election of the Chairperson.

60-3.10 May participate in the evaluation of adjunct faculty if so designated by the Department Chairperson.

60-4 **Matters Which Require Approval: External to the Department**

60-4.1 Appointments, promotion, tenure, vacancies and/or job transfer between job areas and reappointment. The Personnel and Budget Committee shall review the personnel file of applicants for promotion or tenure prior to making their recommendation for promotion or tenure.

60-4.2 Departmental reorganization which affects the objectives of the department.

60-4.3 All matters regarding minimal standards for professional grades and qualifications for each grade.

60-4.4 The preparation of the budget.

60-4.5 Recommendation of course offerings and course schedules within the allocated time blocks.

60-5 On matters such as above, the advice and/or recommendation of the departmental P&B Committee shall be directed by the Department Chairperson to the offices of the appropriate Dean, or the appropriate college-wide committee. The advice and/or recommendation submitted to the appropriate Dean’s office will be implemented unless that office states in writing its objection to the P&B Committee's recommendations. Unresolved disputes except for 62-4.2 and 62-4.4 shall be subject to the appropriate grievance procedure. Where objection exists concerning 62-4.2 and 62-4.4, the appropriate administrator shall meet with the P&B Committee to discuss the matter.

60-6 When requesting action of the P&B Committee, the College will establish a reasonable date for completion of the task which will be adhered to by the P&B Committee.

SECTION 61
FACULTY DEVELOPMENT

61-1 All faculty must participate in at least four (4) on or off-campus faculty development activities every two years. These may include campus based workshops, seminars, lectures or presentations, either college-wide or

departmentally sponsored; off campus conferences, seminars, workshops, lectures or presentations on topics germane to one's field and/or responsibilities at the College; or Retention Activities. It is the parties' understanding that a faculty member's participation in NYSUT and NCCFT sponsored professional development programs which would be documented and considered in an application for promotion shall constitute a faculty development activity for purposes of this section.

61-2 Faculty members must provide documentation of their participation in these events on their Year-End Evaluation Form. The Department P&B Committee will be responsible for documenting on the relevant Year-End Evaluation Form any failure to meet this faculty development obligation.

SECTION 62
PROFESSIONAL FACULTY UNIT

62-1 The faculty not attached to academic departments (Professional Faculty Unit-PFU) shall constitute a unit for the purpose of electing a Professional Advisory Committee (PAC) and an Academic Senator. The PAC shall advise the P&T Committee on promotion and tenure, and the Administration on matters which the PAC deems appropriate. When PFU members come up for tenure and/or promotion, the supervising administrator for each PFU member will review the member's application, determine that all criteria are met, and forward their concurrence (or not) to the PAC. In turn, the PAC will review the application for promotion and/or tenure and forward their concurrence (or not) to the P&T Committee.

62-2 The PFU will elect a PAC of no less than three (3) and no more than seven (7) members. The PAC shall report to the PFU at least four (4) times a year. The Academic Senator elected by this unit shall function as Chairperson of the Committee.

SECTION 63
SABBATICAL LEAVE COMMITTEE

63-1 The Sabbatical Leave Committee shall be responsible for:

a) Reviewing criteria for sabbatical leave.
b) Receiving and evaluating applications for sabbatical leave.
c) Forwarding a report of their recommendations to the President, who shall inform the Board of Trustees at its next regularly scheduled meeting of the leaves approved and recommended by the Sabbatical Leave Committee.

63-2 The Sabbatical Leave Committee shall consist of a dean appointed by the President and five (5) additional members of the faculty who shall be tenured and hold the rank of Associate Professor or above. There shall be a first and a second alternate according to the number of votes each has received. Any dean may meet with the Committee. All members will serve staggered two-year terms and may be reelected only once. The Committee shall convene and elect the Chairperson before the end of the spring semester. In the event a Committee member resigns, applies for a sabbatical, or otherwise leaves an unexpired term of office, he/she shall be replaced by the first alternate who then becomes a permanent member of the Committee. In

the event of a second vacancy, it shall be filled by the second alternate in the same manner. No two members of the Committee may be from the same academic department. Faculty members are not eligible to serve on the Committee during the academic year in which they will be applying for sabbatical leave. Faculty members without academic rank who are at least P-3 or T-3 and have a Masters degree or other advanced graduate degree shall be eligible to serve on the Sabbatical Leave Committee.

SECTION 64
BUDGET COMMITTEE

A committee designated by the Union may make budget recommendations to the Vice President/Finance prior to the submission of the budget.

SECTION 65
ELECTION OF COMMITTEES

Committees provided herein, when appropriate, shall be elected by the faculty in April of the academic year prior to their taking office. The election shall be supervised by the appropriate Vice President and the President of the Union or their designees.

SECTION 66
MANAGEMENT RIGHTS

Except as expressly limited by the terms and provisions of this Agreement, the County Legislature, the Board of Trustees, and the College Administration retain all of the authority, rights, and responsibilities given them by law to manage and operate the College.

SECTION 67
NO STRIKE PROVISION

In consideration of the terms and conditions herein agreed to, the Union, as the duly certified representative organization, does hereby affirm that it does not and shall not, during the term of this Agreement, assert the right to strike against the County of Nassau, as the employer of the persons represented by said Union, nor shall the Union assist, or participate in any strike or other concerted stoppage of work or slowdown, or impose upon any person represented by it an obligation to conduct, assist, or participate in any such strike, or cause, instigate, encourage, or condone any such strike.

SECTION 68
TABLE OF ORGANIZATION

The Administration shall publish a Table of Organization within thirty (30) days of the signing of this document. This table shall include:

1. Job descriptions for all administrative positions.
2. Lines of authority.
3. Qualifications for each position.

At six month intervals, the Table of Organization shall be adjusted as required.

SECTION 69
DISTRIBUTION OF AGREEMENTS

The College will provide each member of the negotiating unit with a searchable .pdf copy of the Collective Bargaining Agreement which incorporates the terms of the successor Agreement. The Collective Bargaining Agreement will be sent to all members via email within sixty (60) days of the date the Agreement is fully ratified and executed.

SECTION 70
NEW EMPLOYEES

The Union shall be notified by the Department Personnel and Budget Committee (or supervising administrator) of all new faculty positions including rank, and step offered. The Union shall have the right to confer and question. The Union shall be supplied with a list of the names, addresses, job titles, ranks, and salaries of all new employees whose classifications are included in the certification of the County PERB dated 11/26/68 and as amended to date within thirty (30) days of appointment.

SECTION 71
LEGALITY CLAUSE

All the terms and provisions of this Agreement shall be subject to governing laws, rules, and regulations of the Civil Service Commission, the Commissioner of Education of the State of New York, and any other rules and regulations having jurisdiction thereof. If any provision of this agreement shall be found to be illegal or not approved by any of the necessary commissions or agencies having jurisdiction therein, such provision shall not be applicable, except to the extent permitted by law, and it shall not affect the remainder of the contract which shall remain in full force and effect. Substitute provisions shall be negotiated by the parties in a manner to retain the equities of the original provision.

SECTION 72
CIVIL SERVICE LAW 204a

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

SECTION 73
VOTE/COPE PAYROLL DEDUCTION

The employer agrees to deduct as soon as practicable VOTE/COPE contributions from the salaries of unit employees as said employees individually and voluntarily authorized by the completion of the VOTE/COPE new form upon the review and approval by the College of such new form. The contributions will be forwarded directly to VOTE/COPE, 800 Troy-Schenectady Road, Latham, New York 12110-2455.

SECTION 74
DURATION OF CONTRACT

The duration of this contract shall be for three (3) years, commencing September 1, 2022 and terminating August 31, 2025. In the event of a financial emergency the NCCFT agrees to meet

and confer with the President or his/her designee for the purpose of discussing ameliorating measures.

IN WITNESS WHEREOF, THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS has executed this Agreement the day and year first written and the COUNTY OF NASSAU and NASSAU COMMUNITY COLLEGE have executed this Agreement the 3rd day of November 2023.

NASSAU COMMUNITY COLLEGE

DR. MARIA CONZATTI
ACTING COLLEGE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

LOCAL 3150, NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS, affiliated with NYSUT, AFT, AFL-CIO and NEA

DR. FAREN SIMINOFF
NCCFT PRESIDENT

COUNTY OF NASSAU

BRUCE BLAKEMAN
COUNTY EXECUTIVE

ARTHUR T. WALSH
Chief Deputy County Executive

APPENDIX 1
SALARIES FOR FACULTY WITH ACADEMIC RANK
ACADEMIC YEAR 2022-2023

Step	Instructor	Assist. Professor	Assoc. Professor	Professor
1	$62,831	$71,632	$80,488	$94,268
2	$66,797	$73,597	$83,000	$97,146
3	$68,261	$75,559	$85,511	$100,026
4	$69,715	$77,524	$88,028	$102,907
5	$71,178	$79,493	$90,545	$105,777
6	$72,634	$81,455	$93,059	$108,658
7	$74,086	$83,425	$95,571	$111,536
8	$75,550	$85,388	$98,091	$114,412
9	$77,005	$87,357	$100,602	$117,292
10	$78,467	$89,337	$103,125	$120,173
11	$79,923	$91,307	$105,645	$123,051
12	$81,384	$93,271	$108,165	$125,929
13	$82,840	$95,235	$110,685	$128,807
14	$84,297	$97,204	$113,203	$131,688
15	$85,762	$99,170	$115,729	$134,566
16	$87,299	$101,139	$118,251	$137,443

APPENDIX 1
SALARIES FOR FACULTY WITH ACADEMIC RANK
ACADEMIC YEAR 2023-2024

Step	Instructor	Assist. Professor	Assoc. Professor	Professor
1	$64,559	$73,602	$82,701	$96,861
2	$68,633	$75,621	$85,282	$99,817
3	$70,138	$77,637	$87,862	$102,776
4	$71,633	$79,656	$90,449	$105,737
5	$73,136	$81,679	$93,035	$108,685
6	$74,632	$83,695	$95,618	$111,646
7	$76,123	$85,719	$98,200	$114,603
8	$77,628	$87,736	$100,788	$117,559
9	$79,123	$89,759	$103,368	$120,518
10	$80,625	$91,794	$105,961	$123,477
11	$82,121	$93,818	$108,551	$126,435
12	$83,622	$95,836	$111,139	$129,392
13	$85,118	$97,854	$113,729	$132,350
14	$86,616	$99,877	$116,316	$135,310
15	$88,120	$101,897	$118,911	$138,266
16	$89,700	$103,920	$121,503	$141,223

APPENDIX 1
SALARIES FOR FACULTY WITH ACADEMIC RANK
ACADEMIC YEAR 2024-2025

Step	Instructor	Assist. Professor	Assoc. Professor	Professor
1	$66,173	$75,442	$84,768	$99,282
2	$70,349	$77,511	$87,414	$102,313
3	$71,891	$79,578	$90,059	$105,346
4	$73,423	$81,648	$92,710	$108,381
5	$74,964	$83,721	$95,361	$111,403
6	$76,498	$85,787	$98,009	$114,437
7	$78,026	$87,862	$100,654	$117,468
8	$79,568	$89,929	$103,308	$120,498
9	$81,101	$92,003	$105,952	$123,530
10	$82,640	$94,089	$108,610	$126,564
11	$84,174	$96,163	$111,264	$129,596
12	$85,712	$98,232	$113,918	$132,627
13	$87,246	$100,300	$116,572	$135,658
14	$88,781	$102,374	$119,224	$138,692
15	$90,323	$104,444	$121,884	$141,723
16	$91,942	$106,518	$124,541	$144,754

APPENDIX 1
SALARIES FOR FACULTY ON P GRADES
ACADEMIC YEAR 2022-2023

Step	P1	P2	P3	P4	P5	P6
1	$57,735	$62,857	$68,411	$73,533	$78,507	$83,040
2	$58,833	$64,138	$69,900	$75,206	$80,511	$85,057
3	$61,052	$66,358	$72,514	$78,030	$83,541	$88,292
4	$63,267	$68,578	$75,140	$80,849	$86,562	$91,538
5	$65,478	$70,795	$77,754	$83,669	$89,589	$94,786
6	$67,701	$73,010	$80,374	$86,500	$92,610	$98,032
7	$69,919	$75,232	$83,002	$89,322	$95,643	$101,271
8	$72,136	$77,452	$85,625	$92,151	$98,670	$104,503
9	$74,355	$79,670	$88,244	$94,976	$101,693	$107,755
10	$76,563	$81,892	$90,868	$97,795	$104,720	$110,993
11	$78,787	$84,104	$93,487	$100,618	$107,740	$114,236
12	$81,014	$86,325	$96,113	$103,443	$110,768	$117,475
13	$83,126	$88,460	$98,633	$106,162	$113,701	$120,628
14	$85,235	$90,597	$101,153	$108,879	$116,629	$123,763
15	$87,353	$92,728	$103,678	$111,600	$119,565	$126,888
16	$89,466	$94,865	$106,195	$114,319	$122,494	$130,020
17	$91,583	$97,002	$108,717	$117,037	$125,426	$133,150
18	$93,145	$99,138	$111,238	$119,757	$128,354	$136,281

APPENDIX 1
SALARIES FOR FACULTY ON P GRADES
ACADEMIC YEAR 2023-2024

Step	P1	P2	P3	P4	P5	P6
1	$59,323	$64,585	$70,293	$75,555	$80,666	$85,323
2	$60,451	$65,902	$71,823	$77,274	$82,725	$87,396
3	$62,731	$68,183	$74,508	$80,176	$85,838	$90,720
4	$65,007	$70,464	$77,207	$83,072	$88,942	$94,056
5	$67,279	$72,742	$79,893	$85,970	$92,053	$97,392
6	$69,563	$75,018	$82,584	$88,878	$95,157	$100,728
7	$71,842	$77,301	$85,284	$91,778	$98,273	$104,056
8	$74,119	$79,582	$87,980	$94,685	$101,383	$107,377
9	$76,400	$81,861	$90,670	$97,587	$104,490	$110,718
10	$78,668	$84,144	$93,367	$100,485	$107,600	$114,045
11	$80,954	$86,417	$96,058	$103,385	$110,703	$117,377
12	$83,242	$88,699	$98,756	$106,288	$113,814	$120,705
13	$85,411	$90,893	$101,345	$109,081	$116,828	$123,945
14	$87,579	$93,088	$103,935	$111,873	$119,836	$127,166
15	$89,755	$95,278	$106,530	$114,669	$122,853	$130,377
16	$91,926	$97,474	$109,115	$117,463	$125,862	$133,595
17	$94,101	$99,670	$111,707	$120,255	$128,875	$136,812
18	$95,706	$101,864	$114,298	$123,050	$131,884	$140,028

APPENDIX 1
SALARIES FOR FACULTY ON P GRADES
ACADEMIC YEAR 2024-2025

Step	P1	P2	P3	P4	P5	P6
1	$60,806	$66,200	$72,050	$77,444	$82,683	$87,457
2	$61,962	$67,549	$73,618	$79,206	$84,793	$89,581
3	$64,299	$69,887	$76,370	$82,180	$87,984	$92,988
4	$66,633	$72,225	$79,137	$85,149	$91,166	$96,407
5	$68,961	$74,561	$81,890	$88,119	$94,354	$99,827
6	$71,302	$76,893	$84,649	$91,100	$97,536	$103,246
7	$73,638	$79,233	$87,416	$94,072	$100,730	$106,657
8	$75,972	$81,571	$90,179	$97,052	$103,918	$110,062
9	$78,310	$83,907	$92,937	$100,027	$107,102	$113,486
10	$80,635	$86,247	$95,701	$102,997	$110,290	$116,896
11	$82,977	$88,578	$98,459	$105,970	$113,471	$120,312
12	$85,323	$90,917	$101,225	$108,945	$116,659	$123,723
13	$87,547	$93,165	$103,879	$111,808	$119,748	$127,044
14	$89,768	$95,415	$106,533	$114,670	$122,832	$130,345
15	$91,999	$97,660	$109,193	$117,536	$125,924	$133,637
16	$94,225	$99,911	$111,843	$120,400	$129,009	$136,935
17	$96,454	$102,162	$114,499	$123,262	$132,097	$140,232
18	$98,099	$104,410	$117,155	$126,126	$135,181	$143,529

APPENDIX 1
SALARIES FOR FACULTY ON T GRADES
ACADEMIC YEAR 2022-2023

Step	T-1	T-2	T-3
1	$64,477	$69,597	$75,155
2	$65,572	$70,879	$76,644
3	$67,792	$73,101	$79,256
4	$70,008	$75,319	$81,879
5	$72,218	$77,537	$84,497
6	$74,443	$79,750	$87,116
7	$76,660	$81,975	$89,743
8	$78,876	$84,194	$92,367
9	$81,098	$86,412	$94,985
10	$83,304	$88,632	$97,610
11	$85,528	$90,847	$100,230
12	$87,754	$93,066	$102,855
13	$89,868	$95,201	$105,374
14	$91,978	$97,337	$107,895
15	$94,095	$99,470	$110,422
16	$96,205	$101,604	$112,934
17	$98,325	$103,745	$115,457
18	$99,886	$105,881	$117,979

APPENDIX 1
SALARIES FOR FACULTY ON T GRADES
ACADEMIC YEAR 2023-2024

Step	T-1	T-2	T-3
1	$66,250	$71,511	$77,221
2	$67,375	$72,828	$78,751
3	$69,656	$75,111	$81,435
4	$71,933	$77,390	$84,131
5	$74,204	$79,669	$86,820
6	$76,490	$81,943	$89,512
7	$78,768	$84,230	$92,211
8	$81,045	$86,510	$94,908
9	$83,328	$88,788	$97,597
10	$85,595	$91,069	$100,295
11	$87,880	$93,345	$102,986
12	$90,167	$95,626	$105,683
13	$92,339	$97,819	$108,272
14	$94,508	$100,014	$110,862
15	$96,682	$102,205	$113,458
16	$98,851	$104,398	$116,039
17	$101,029	$106,598	$118,632
18	$102,633	$108,793	$121,223

APPENDIX 1
SALARIES FOR FACULTY ON T GRADES
ACADEMIC YEAR 2024-2025

Step	T-1	T-2	T-3
1	$67,906	$73,298	$79,152
2	$69,060	$74,649	$80,720
3	$71,398	$76,989	$83,471
4	$73,731	$79,325	$86,234
5	$76,059	$81,661	$88,991
6	$78,403	$83,992	$91,750
7	$80,737	$86,335	$94,516
8	$83,071	$88,672	$97,280
9	$85,411	$91,008	$100,037
10	$87,735	$93,346	$102,802
11	$90,077	$95,678	$105,561
12	$92,422	$98,016	$108,325
13	$94,648	$100,264	$110,978
14	$96,870	$102,514	$113,634
15	$99,099	$104,761	$116,295
16	$101,322	$107,008	$118,940
17	$103,555	$109,262	$121,598
18	$105,199	$111,512	$124,254

APPENDIX 2

nysut
A Union of Professionals

MEMBERSHIP ENROLLMENT FORM

NEW YORK STATE UNITED TEACHERS
Affiliated with AFT • NEA • AFL-CIO

Rev 7/20 UFCW 400

First Name | M.I. | Last Name | Suffix

Preferred Name | Gender ☐ M ☐ F ☐ Other ☐ Declined | Date of Birth / /

Address | Apt #

City | State | ZIP

Preferred Phone ☐ Cell ☐ Home ☐ Work

Alternate Phone ☐ Cell ☐ Home ☐ Work

Personal Email Address

Race (optional) ☐ Native American/Alaska Native ☐ Asian ☐ Black ☐ Hispanic ☐ Multiple Races ☐ Native Hawaiian/Pacific Islander ☐ White ☐ Other

To help your union better serve you, please check all that apply:

Our union advocates for conditions and programs that attract and retain the highest quality professionals. Which of these are you interested in learning more about?

- ☐ Compensation and Contracts
- ☐ Professional Rights and Responsibilities
- ☐ Financial Planning / Stretching Your Paycheck
- ☐ Pension and Retirement Benefits
- ☐ Student Debt Management
- ☐ Health Insurance
- ☐ Member Discount Programs
- ☐ Additional Insurance Options

Our union provides resources and support to our members in their careers. How can we support you in your career?

- ☐ Student Behavior & Classroom Management
- ☐ Curriculum Assistance
- ☐ Access to Career Mentors
- ☐ Interacting with Parents
- ☐ Evaluation and Observation
- ☐ Health and Safety
- ☐ Certification Questions
- ☐ Continuing Education

Our union works to ensure that every school and college provides our students with opportunities to succeed. Which of the following issues are most important to you?

- ☐ Social, Racial and Economic Justice, Women's and LGBTQ Rights
- ☐ Parental and Community Engagement
- ☐ Fully Funded Schools and Colleges
- ☐ Workplace Health and Safety
- ☐ Education Policy
- ☐ Political Advocacy

By my signature, I request and accept membership in the local organization named above, the New York State United Teachers ("NYSUT") and its national affiliates, the National Education Association ("NEA"), American Federation of Teachers ("AFT"), and the American Federation of Labor-Congress of Industrial Organizations ("AFL-CIO"), where applicable. I accept the rights, responsibilities, and benefits of union membership. I acknowledge and understand that I have the right to withdraw my membership at any time.

By my signature, I also voluntarily request and authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the local organization named above and remit that amount to the local organization.

I understand that this authorization and assignment is not a condition of my employment and shall remain in effect, regardless of whether I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1-31 or another window period specified in a collective bargaining agreement.

By my signature, I also consent to receive autodialed and/or prerecorded calls and/or text messages from or on behalf of the AFT, NEA, NYSUT, AFL-CIO and/or the local union at the telephone numbers provided, including my wireless number, if applicable. The scope of this consent relates to any purpose for which any of the above entities may call. I understand that this consent is NOT a condition of my membership in NYSUT, its national affiliates or the local organization named above.

I understand that union dues, contributions or gifts to the above named local are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses or on other bases expressly provided by state or federal law, such as New York State Tax Law section 615(d)(5).

Signature | Date Signed / /

TO BE COMPLETED BY LOCAL

☐ New Member ☐ Transfer

NYSUT Member ID # (leave blank if new member) | Dues Start Date / /

Local Name

Local Number

Unit | Building Name/Code

Membership Category (Annual Salary)

- ☐ Full Dues ($34,000 +)
- ☐ Split Dues
- ☐ 3/4 Dues ($25,500 - $33,999)
- ☐ 1/2 Dues ($17,000 - $25,499)
- ☐ 1/4 Dues ($8,500 - $16,999)
- ☐ 1/8 Dues (<$8,499)
- ☐ Per-Diem Sub

Job Type/Description

Certified/Licensed School Titles

- ☐ Teacher (1)
- ☐ Teaching Assistant (2)
- ☐ Guidance Counselor (I)
- ☐ Library/Media (J)
- ☐ Psychologist (M)
- ☐ Social Worker (O)
- ☐ Speech Therapist (S)
- ☐ Nurse (C)
- ☐ Other (9) _____

School-Related Professional

- ☐ Aide or Monitor (3)
- ☐ Buildings and Grounds (4)
- ☐ Transportation (5)
- ☐ Food Service Personnel (6)
- ☐ Admin. Support (7)
- ☐ Technology Support (G)
- ☐ Security (N)
- ☐ Other (9) _____

Higher Education

Academic
- ☐ Tenure Track (V)
- ☐ Adjunct Professor (W)
- ☐ Full-Time Non-tenure (X)

Professional
- ☐ Counselor/Advisor (I)
- ☐ Library/Media (J)
- ☐ Technology Support (G)
- ☐ Admin. Support (7)
- ☐ Other (9) _____

Support & Admin

Health Care
- ☐ RN (C)
- ☐ LPN or Tech (D)
- ☐ Therapist (R)

Municipal
- ☐ Library/Media (J)
- ☐ Admin. Support (7)
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APPENDIX 3
NASSAU COMMUNITY COLLEGE
GRIEVANCE FORM
For use by the Nassau Community College Federation of Teachers (NCCFT)

Grievant: _____

Date of Grievance: _____

Department: _____

GRIEVANCE STEP 1: Informal Stage (Filed within 90 days of the alleged grievance. Within 15 days of receipt of the grievance a meeting must be held between the parties. If the grievance is not resolved at that meeting, the representative of the College who participated in the grievance meeting shall issue a written decision within 15 days of the meeting which shall be sent to the Union and the grievant with a copy to the Office of the President and the Office of Labor Relations.)

Section(s) violated: _____

Grievance summary: _____

Remedy sought: _____

Grievant signature: _____ Date: _____

Date grievance presented to Dean, Supervisor or Department Chairperson: _____

Determination of grievance: ____ grievance accepted ____ grievance denied

Dean, Supervisor or Department Chairperson signature: _____ Date: _____

Grievant or Union President: ____ accept determination ____ appeal determination

Grievant or Union President signature: _____ Date: _____

GRIEVANCE STEP 2: Formal Stage (If the grievance is not satisfactorily adjusted in Step 1, the grievant or the Union may appeal the matter to the College President or his/her designee within 15 days of receipt of the Step 1 determination. Within 15 days of receipt of the appeal, the grievance shall be presented to the College President or his/her designee. The College President or his/her designee shall make his/her determination within 15 days after the matter is presented to him/her and after appropriate consultation with any or all parties to the grievance.)

Date grievance presented to College President or his/her designee: _____

Date Union President notified of the grievance: _____

Determination of College President or his/her designee: ____ grievance accepted ____ grievance denied

College President or his/her designee signature: _____ Date: _____

Grievant or Union President: ____ accept determination ____ appeal determination

Grievant or Union President signature: _____ Date: _____

GRIEVANCE STEP 3: Mediation (If the matter remains unresolved after the College President's or his/her designee's consideration, the Union President may request that the grievance be submitted to mediation within 15 days of receipt of the Step 2 decision. No more than 10 days thereafter, the Union and the Office of Labor Relations will jointly contact the Mediator and request a date for mediation. The mediation process shall be completed within 60 days of receipt of the request for mediation.)

Date grievance presented to Mediator: _____

Attach Mediator Decision (if any)

Union President: ____ accept disposition ____ appeal disposition

Union President signature: _____ Date: _____

College President or his/her designee: ____ accept disposition ____ appeal disposition

College President or his/her designee signature: _____ Date: _____

If the grievance is not resolved after the completion of mediation (or Step II, if Step III has been eliminated) the President of the Union may process the grievance to arbitration by serving a demand for arbitration within thirty (30) days.

The arbitrator will issue his/her decision not later than thirty (30) days from the completion of the arbitration.

Copies: Area Dean or Administrator, Supervisor or Dept. Chairperson, Grievant, NCCFT, Office of Labor Relations

APPENDIX 4
POLICIES & PROCEDURES FOR ASSIGNMENT AND EVALUATION OF FACULTY

1. It is the responsibility of the academic departments to establish and review criteria for assignment of faculty to specific courses. The criteria must include, but need not be limited to the following:

   (a) All faculty must meet initial qualifications for appointment to the academic department. These qualifications must include, as a minimum, the degree requirement established by the department at the time of appointment;
   (b) All faculty must possess academic credentials necessary to teach the course, established by each Departmental Personnel and Budget Committee;
   (c) All faculty must demonstrate evidence of current knowledge of specific course subject matter, sensitivity to the needs of the students being served, and where necessary, evidence of skill in specialized teaching techniques.

2. All recommendations for faculty assignments to courses will be made by the department chairperson according to departmental procedures and the policies and procedures enunciated herein.

3. In addition to initial qualifications for appointment, all faculty must meet specific criteria for assignment listed in Item 1 above. Consistent with Item 2 above, in exercising professional judgment in making recommendations for assignments for teaching specific course sections, the department chair may take into consideration additional factors such as:

   a) Successful prior experience teaching the course;
   b) Ability to meet student needs.

APPENDIX 5
TECHNICAL ASSISTANT(S) CONVERSION

Whereas, the diversity of the student body served by Nassau Community College has made it necessary for some of the academic departments to assist students with individualized or group instruction outside the classroom and student academic support services which are provided through workshops, learning centers or laboratories, and

Whereas, some academic departments, to better serve the students, find it necessary to establish a closer connection between classroom instruction and the student academic support services provided outside the classroom, and

Whereas, Middle States accreditation standards and the recent Policies and Procedures for Evaluation and Assignment of Faculty passed by the Nassau Community College Board of Trustees, require the monitoring of student needs and the development of appropriate services,

Now therefore, Nassau Community College and the Nassau Community College Federation of Teachers (NCCFT) agree as follows:

1. After a review of department/student needs and after making a determination that curriculum within the academic program requires out-of-classroom support, a department P&B Committee may develop organized student academic support programs and may request that a line(s) held by a Technical Assistant(s) who meets the qualification for teaching in the department be converted to a non-classroom instructional staff line(s). Requests for conversion must be submitted by the Department Chair to the administration accompanied by a detailed written program of the student academic support services requested. The administration will notify the Department Chair and the P&B Committee in writing of its approval or disapproval of the conversion.

2. The decision of the administration concerning the conversion shall not be subject to the Collective Bargaining Agreement grievance procedure.

3. Departments given approval for such conversion shall not be given an additional Technical Assistant line(s) to replace the converted line(s).

4. Technical Assistant(s) converted to non-classroom instructional staff will continue performing their support/tutorial assignments. In addition he/she may be assigned by the Department P&B to teach one section of a class (not to exceed six contact hours) as part of his/her normal work schedule. All such assignments must be academically related to the support/tutorial work of the non-classroom instructional staff member.

5. All lines converted as provided for herein, shall be subject to existing work-day, -week and -year provisions of the NCCFT Collective Bargaining Agreement governing non-classroom instructional faculty.

6. Technical Assistants whose lines are converted to non-classroom instructional lines shall be given the title and rank of Instructor. Salary for converted Technical Assistant(s) shall be fixed as follows: where the salary as a Technical Assistant (P scale salary) lies between Step 1 and Step 10 of the negotiated salary for the Instructor rank, the converted Technical Assistant shall be placed on the Instructor step that most closely equals, but, is not less than, the salary received as a Technical Assistant (P scale salary). In all other cases, the salary for the converted Technical Assistant will be equal to the P scale salary.

7. Technical Assistants whose lines are converted will maintain tenure as Technical Assistants, if previously earned, but will begin the probationary period in which to earn tenure and promotion as a non-classroom instructional staff member.

APPENDIX 6
VOTE/COPE AUTHORIZATION FORM

VOTE-COPE Payroll Deduction Authorization

The undersigned authorizes (name of employer) _____

to deduct from each of my regular paychecks the sum of $_____ and to forward that amount to VOTE-COPE c/o NYSUT, 800 Troy-Schenectady Road, Latham, NY 12110. I understand that this designated amount will continue to be deducted until revoked by me in writing.

NYSUT will not disadvantage anyone by reason of the amount of their contribution or decision not to contribute. Contributing to VOTE-COPE is voluntary, and NYSUT members may refuse to contribute to VOTE-COPE without reprisal. Contributing to VOTE-COPE is not a condition of membership in any labor organization. VOTE-COPE may use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

I expressly acknowledge and understand that the deduction, as specified above, be withheld from each of my regular paychecks. I hereby certify that I am a member of NYSUT, an employee organization entitled to receive union deduction payments as provided by law.

Name _____ ID # _____

Phone # _____ Date _____

Signature _____

Name of Your Local _____

www.nysut.org/votecope

VOTE-COPE is the New York State
United Teachers' political action fund.

Contributions or gifts to VOTE-COPE are not
deductible as charitable contributions for
federal income tax purposes.

APPENDIX 7
CLINICAL INSTRUCTOR

Job description: Primarily experience based training and instruction in off-campus non-classroom setting for departments of Nursing and Allied Health Sciences.

Qualifications: Same as for Instructor in the above departments.

Work Assignment: No fewer than 9 nor more than 12 clinical contact hours in Fall and/or Spring semester, as determined by department need.

Tenure Eligibility: After 150 clinical contact hours Fall and/or Spring accumulation.

If 9 clinical hours are not available in a given semester, such faculty shall be considered on leave without pay.

Temporary contracts are assigned until the Spring semester wherein eligibility for tenure is reached. A probationary contract will be issued in the semester of eligibility for tenure. Tenure assures assignment, if available.

College and NCCFT shall agree upon a tenure application.

Office Hours on Clinical Site: Same as current contract.

Those clinical instructors in the Nursing Department with 70 hours as of the date of execution of this Memorandum of Agreement, by the College and NCCFT, will continue on a tenure track. Only up to a maximum of six tenured positions in the Nursing Department shall be "tenure track" positions. As each of the incumbents of the six "tenure track" clinical instructors in the Nursing Department leaves the employ of the College, the position held by the incumbent shall be abolished.

Those clinical instructors in the Allied Health Sciences Department with 70 hours as of the date of execution of this Agreement will continue on a tenure track. Only up to a maximum of ten position in the Allied Health Sciences Department shall be "tenure track" positions. The ten tenured positions in the Allied Health Sciences Department will be grandfathered and shall not be deemed abolished as the incumbents thereof leave the employ of the College.

SALARY ACADEMIC YEAR 2022-2023*

Step	1	$43,014
	2	$44,305
	3	$45,635
	4	$47,004
	5	$48,413
	6	$49,869
	7	$51,364
	8	$52,901
	9	$54,486
	10	$56,126

* Clinical Instructors with a 9 contact hour schedule will have a 20% reduction in salary.

SALARY ACADEMIC YEAR 2023-2024*

Step	1	$44,197
	2	$45,523
	3	$46,890
	4	$48,296
	5	$49,744
	6	$51,240
	7	$52,776
	8	$54,356
	9	$55,984
	10	$57,669

* Clinical Instructors with a 9 contact hour schedule will have a 20% reduction in salary.

SALARY ACADEMIC YEAR 2024-2025*

Step	1	$45,302
	2	$46,661
	3	$48,063
	4	$49,504
	5	$50,988
	6	$52,521
	7	$54,096
	8	$55,715
	9	$57,384
	10	$59,111

* Clinical Instructors with a 9 contact hour schedule will have a 20% reduction in salary.

One Education Drive
Garden City, NY 11530-6793

www.ncc.edu

SIDE LETTER OF AGREEMENT BETWEEN NASSAU COMMUNITY COLLEGE ("NCC") AND THE NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS ("NCCFT") CONCERNING THE ESTABLISHMENT OF A NEW BARGAINING UNIT FOR DEPARTMENT CHAIRS AND ASSISTANTS TO THE CHAIRS

WHEREAS, in the course of negotiating a successor contract, the parties agreed to create a new bargaining unit consisting of Department Chairpersons and Assistants to the Chairs; and

WHEREAS, the parties are desirous of setting forth the terms and conditions applicable to the establishment of the new bargaining unit.

NOW, THEREFORE, based upon the mutual promises and undertakings contained herein, it is hereby agreed as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a substantive part of the terms of this Side Letter Agreement.

2. The parties agree that the following provisions shall be binding on the parties hereto:

   A. Effective upon full and final ratification of the NCCFT collective bargaining agreement by all necessary parties, the College will recognize NCCFT as the bargaining representative of all faculty serving as Department Chairs or Assistant to the Chair ("Assistant to the Chair" shall also include Chair Liaisons or Designees) for purposes of negotiating the terms and conditions of their employment in their capacity as Department Chairs or Assistant to the Chair. The Chair bargaining unit will be called the Nassau Community College Federation of Chairs ("NCCFC") Chapter of Local 3150.

   B. The parties agree that negotiations between the College and the NCCFC will begin within ninety (90) days of full and final ratification of the NCCFT collective bargaining agreement.

   C. All Department Chairs and Assistants to the Chair will retain their faculty status, including but not limited to tenure, rank, and all rights associated therewith as set forth in the Collective Bargaining Agreement between the NCCFT and the College, regardless of whether they are fully released from teaching responsibilities and/or any other faculty responsibilities during any period in which they are serving as Department Chairs or Assistant to the Chairs. During the period that a faculty member serves as a Department Chair or Assistant to the Chair, the faculty member will be entitled to all steps and increases to steps and all other benefits, including health insurance and pension benefits.

D. If a person serving as Department Chair or Assistant to the Chair ceases in that role and returns to the faculty position held prior to becoming a Department Chair or Assistant to the Chair, s/he will be credited for seniority and steps as though their service in the NCCFT unit was uninterrupted.

E. Language will be added to the NCCFT and the NCCFC contracts to indicate that the decision whether an Assistant to the Chair will be designated and whether such individual must have academic credentials rests with the Dean.

F. The parties will amend the grievance procedure when it is negotiated in the NCCFC collective bargaining agreement to eliminate the role of the Department Chair as a step in their own grievance.

G. Except as set forth herein, until a collective bargaining agreement is negotiated with the NCCFC and the College, all wages and benefits, for Chairpersons and Assistants to the Chair remain as in the NCCFT contract.

H. Except as set forth herein, until a collective bargaining agreement is negotiated with the NCCFC and the College, Sections 21 and 22 of the NCCFT contract shall remain in full force and effect. Additionally, it shall be the duty and responsibility of Department Chairpersons and Assistants to the Chair to effectuate those terms assigned to the Chairs and Assistant to the Chairs of any collective bargaining agreement applicable to employees in their department. Sections 21 and 22 of the NCCFT contract shall be extirpated from the successor NCCFT collective bargaining agreement and added to the NCCFC collective bargaining agreement.

3. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and nothing shall be deemed to exist to vary the terms and conditions contained herein or those in the CBA. This Agreement may not be modified except through the mutual written consent of the parties.

4. This Agreement shall survive execution of the parties' subsequent labor contract.

5. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS

Dr. Faren Siminoff
NCCFT President

11/02/2023
Date

NASSAU COMMUNITY COLLEGE

Dr. Maria Conzatti
Acting College President/
Chief Administrative Officer

11/3/2023
Date

APPENDIX 9
HEALTH INSURANCE PREMIUM CONTRIBUTION REIMBURSEMENT

Premium contributions pursuant to Section 36-5

The parties have agreed that effective August 31, 2023 the health insurance premium contributions pursuant to Section 36-5 of the collective bargaining agreement shall cease and section 36-5 of the collective bargaining agreement will be extirpated from the successor collective bargaining agreement.

In the event that health insurance contributions, pursuant to Section 36-5 of the expired contract, are deducted on or after September 1, 2023, unit members will be reimbursed or credited for such deductions no later than 60 days after full and final ratification of this agreement, or upon a date subsequent thereto as agreed to by the parties, as follows:

1. Unit members hired before May 1, 2014, who are enrolled in the Empire Plan will be entitled to the difference between the amount of the Section 36-5 deductions made on or after September 1, 2023, and 2.5% of the members' salary.

2. Unit members hired on or after May 1, 2014, who are enrolled in the Empire Plan will be entitled to the difference between the amount of the Section 36-5 deductions made on or after September 1, 2023, and 15% of the premium for the Empire Plan.

3. Unit members hired on or after May 1, 2014, who are enrolled in the Blue Access Plan will be entitled to the full amount of the Section 36-5 deductions made on or after September 1, 2023.

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Faren Siminoff, President
David Stern, Vice President Classroom Faculty
Virginia Sanchioli, Vice President Non-Classroom Faculty
Suzanne Kaebnick, Secretary
Caroline Falconetti, Treasurer