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Thomas E. Humbach

County Attorney

DATE: May 21, 2020

TO: LAURENCE O. TOOLE
Clerk to the Legislature

FROM: VENITA D. WHIDBEE-JORDAN
Principal Assistant County Attorney

RE: Agreement between the RCC Board of Trustees and RCC Adjunct Faculty Association

Attached for filing, please find the duly executed Agreement between the RCC Board of Trustees and RCC Adjunct Faculty Association. Thank you.

cc: Ben Naylor (via email)
File

VWJ:jm
Attachment

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**BOARD OF TRUSTEES,
SUNY ROCKLAND COMMUNITY COLLEGE**

AND

**ROCKLAND COMMUNITY COLLEGE
ADJUNCT FACULTY ASSOCIATION,
LOCAL 4896, NYSUT, AFT, AFL-CIO**

SEPTEMBER 1, 2018- AUGUST 31, 2023

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ARTICLE I – RECOGNITION

The County of Rockland and SUNY Rockland Community College (College) recognize the Rockland Community College Adjunct Faculty Association, Local 4896, NYSUT, AFT, AFL/CIO (Association or RCCAFA) as the exclusive bargaining representative for all employees in a collective bargaining unit including all Adjunct Faculty, Adjunct Librarians (a/k/a hourly professional librarians), Adjunct Science Lab Instructors (a/k/a hourly professional lab instructors), and Adjunct Clinical Nurse Instructors (a/k/a hourly professional nursing instructors) and all permanent employees of the College including Managerial employees who serve as Adjunct Faculty; excluding full-time teaching faculty of the College, Exempt employees of the College and elected Rockland County officials.

ARTICLE II – GRIEVANCE PROCEDURE

Definitions:

- A. "Grievance" shall mean a claim by a unit member, group of unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. "Supervisor" shall mean the appropriate immediate supervisory officer responsible for the area in which an alleged grievance arises.
- C. "Grievant" shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
- D. "Days" are work days.

Procedures:

- A. A grievance shall include the name and position of the grievant, the particular section(s) of the Agreement alleged to have been violated, and a statement of the nature of the grievance and the redress sought.
- B. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof.
- C. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Association within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within ten (10) days after the expiration of the period which would have been allowed for appeal had the decision been communicated on the final day.
- D. The time limits specified herein may be extended only by mutual agreement.
- E. A grievance brought by the Association may be submitted directly at Stage 2.
- F. The preparation and processing of grievance may be conducted during working hours and if so, the grievant and employees who are involved shall be excused from duty without loss of pay or benefits.
- G. The Director of Human Resources will receive copies of all correspondence at all stages of the grievance.

Stages of Grievance Procedure:

Stage 1 - School Dean. A grievance must be filed in writing with the appropriate School Dean within thirty (30) days of the event or knowledge of the event giving rise thereto and will be discussed with the appropriate supervisor with the objective of resolving the matter informally. If the matter is unresolved, a decision shall be in writing and rendered within ten (10) days of presentation. If the grievance is filed by an individual, the Association shall be made aware of its filing, and no settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.

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

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

Stage 4 - Binding Arbitration.

- i. If the grievance is not resolved at Stage 3, the Association may make a demand for arbitration within twenty (20) days of the decision at Stage 3 to the Public Employment Relations Board (PERB).
- ii. The parties shall be bound by the rules of the Public Employment Relations Board (PERB).
- iii. The arbitrator's decision shall be in writing, setting forth his/her findings of fact, reasoning and conclusions and shall be final and binding upon all parties.
- iv. The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Association.
- v. The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement.

ARTICLE III – ASSOCIATION DUES AND DEDUCTIONS

1. Dues

- A. Pursuant to the plans certified by the Association and as any members thereof shall individually and voluntarily authorize in writing, the College shall deduct from

the salaries of the employees the regular Association membership dues at agreed-upon intervals and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing, delivered to the College between September 1 and 15 of any year. The College shall promptly notify the Association of the receipt of any such revocation.

- B. The College will collect dues from the unit members no later than the 3rd pay period of both the Fall and Spring semesters and provide them to the Association within 5 business days.

2. NYSUT VOTE/COPE.

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

3. Indemnification.

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

ARTICLE IV – LEAVE and ABSENCE

1. Sick/Personal Leave.

Members of the Association shall receive twelve (12) paid sick/personal contact hours per contract year in the following manner: five (5) contact hours in each of the Fall and Spring semesters worked and two (2) for the entire Summer session, provided the member has worked at least one session. These twelve contact hours may be accrued to a maximum of twenty-four (24) contact hours and may be used at any time. The accumulated hours will not be paid to the member when he/she leaves the College. In the event that the unit member is aware of an impending absence the member will provide notice to his/her immediate supervisor as soon as he/she is aware of the necessity for such absence. However, if the contact hours are used for unanticipated illness or emergency, notice shall be given as soon as possible.

2. Bereavement Leave.

- a. A member of the bargaining unit teaching two or more days a week shall be allowed two (2) working days bereavement leave without loss of pay in the event of a death within the employee's immediate family.
- b. A member of the bargaining unit teaching one day a week shall be allowed one working day bereavement leave without loss of pay in the event of a death within the employee's immediate family.
- c. "Immediate family" is defined as spouse, domestic partner, grandparents, parents, siblings, children, step-children, spouses of children and parents of spouse.

- d. A member of the bargaining unit teaching one or more days a week shall be allowed one working day bereavement leave without loss of pay in the event of the death of the grandparent of a spouse, mother/father-in-law, step-parent of a spouse, or brother/sister-in-law.
- e. When a member of the bargaining unit is absent for purposes of bereavement, she/he will notify her/his immediate supervisor as soon as possible.

3. Absences.

- a. When an adjunct is absent, she/he will exercise her/his best efforts to reschedule her/his class or to obtain a suitable substitute for the classes she/he will miss;
- b. When the class is rescheduled or a suitable substitute is found as stated in paragraph a above, the adjunct shall suffer no loss of pay provided the adjunct has accrued sick/personal contact hours remaining to use. In all other cases, the absent adjunct will suffer a pro-rata reduction in pay for each class missed based on her/his then-current rate of pay;
- c. Unit members who provide coverage as substitutes will be compensated at a rate equal to their then-current contact hour rate on a pro-rata basis.
- d. For the purposes of calculation, pro-rata basis shall mean the total salary for the course in question (as applicable to either the absent adjunct or substitute), divided by the number of meeting sessions in the semester, times the number of classes missed or subbed.

4. Leave for Court and Jury Attendance.

On proof of the necessity of jury service or appearance as a witness pursuant to a subpoena or other order of a court or body, a unit member shall be granted a leave of absence with pay with no charged leave credits; provided however, that this section shall not apply to any absence by a unit member occasioned by an appearance if she/he is a party to the action. Any payment received for jury duty shall be remitted to the College.

ARTICLE V – COURSE TUITION WAIVER

Adjunct Faculty covered under Article I of this Agreement shall be entitled to a waiver of tuition costs for credit courses taken by them, their spouse, or their dependent children at SUNY Rockland Community College upon completion of any four (4) semesters of adjunct teaching (including Winter and Summer sessions). This benefit shall be available in the semester following the fulfillment of the teaching requirement, and for each academic year thereafter, provided the adjunct has taught at least one semester in the previous academic year. There shall be a limit of 36 total credits per adjunct family per academic year. Once the adjunct is no longer eligible, he or she must serve the 4-semester teaching requirement to regain eligibility. In keeping with Article VIII, Section 8.F, in cases of absence, for the 24 months (36 months for exceptional health related circumstances), adjuncts will maintain their course tuition waiver as described in this paragraph.

ARTICLE VI – FACILITIES

1. **Office Space.** Effective September 1, 1998 the College shall provide to the Association, for its exclusive use, office space on the grounds of the main Campus of the College.
2. **Bulletin Board.** The College shall provide a bulletin board for the exclusive use of the Association. The bulletin board shall be located next to the Association office.

ARTICLE VII – MISCELLANEOUS

1. In the event that Adjunct Faculty will receive their first paycheck of the semester later than 4 weeks after the start of the semester, the College will contact the president of the RCCAFA and will advise him/her of the reasons for the lateness for pay within a reasonable time after the College has such knowledge. Effective with the Fall 2013 semester the College will issue bi-weekly paychecks if feasible and will notify the President of the RCCAFA of reasons for the delay.
2. The College shall provide to the Association 100 double-sided copies of the Collective Bargaining Agreement within 90 days of the signing of the Agreement.
3. **Labor - Management Meetings.** A Labor/Management Committee composed of one representative from each of the College's collective bargaining units, including the RCCAFA, shall meet each semester with the College President for the purpose of considering non-contractual matters of mutual concern.
4. **Adjunct Observation.** The College will make a good faith effort to observe new teaching adjuncts each semester of their first year and all other teaching adjuncts on a cyclical basis once every four years. Observations will usually entail a 15-minute pre-observation and a 30-minute post-observation meeting, for which no compensation will be paid to the adjunct being observed.

ARTICLE VIII – UNIT MEMBER RIGHTS

1. **Personnel Files.** All materials placed in the personnel file of a member of the bargaining unit will be communicated to the unit member within five (5) days of insertion into the file. The unit member shall be permitted to respond in writing to any material to which she/he may take exception. The written reply shall be placed in the unit member's personnel file. Unit members' personnel files shall be confidential but any unit member shall have the right to review her/his own personnel file in the Human Resources Office at any reasonable time and she/he may be accompanied by an advisor of her/his choice, except material from previous employers shall be privileged and not available to the individual unit member. With the exception noted above, the unit member may have a copy of any material in her/his personnel file.
2. **Non-renewal.** In the event that a bargaining unit member is to be non-renewed, s/he shall receive notification in writing before the action is taken, and shall be entitled to a meeting with his/her supervisor. The College will notify the RCCAFA President in writing within 24 hours. This meeting will take place within ten (10) work days of

notification before action is taken. The member will be entitled to Association representation at such meeting.

3. **Discipline for Cause.** In the event that a bargaining unit member is to be disciplined for cause, s/he shall receive notification in writing before action is taken, and shall be entitled to a meeting with his/her supervisor. This meeting will take place within ten (10) work days of notification before action is taken. The member shall be entitled to Association representation at such a meeting. If the College has an issue with an Association member that may lead to discipline, the College will notify the Association member and the RCCAFA President in writing within 24 hours. The College will convene a meeting with the member to discuss the issue in an attempt to resolve the issue. The member is entitled to have Association representation at the meeting.
4. **Notification.** The College will promptly notify the RCCAFA President of disciplinary actions to be taken and promptly provide the RCCAFA President with copies of notices of non-renewal.
5. **Academic Freedom.** Each faculty member covered by this agreement shall be entitled to full academic freedom as defined and may not be disciplined or discharged for conduct falling within the definition of academic freedom. The full definition is as follows:
 - a. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
 - b. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce in his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
 - c. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When one speaks or writes as a citizen, one should be free from institutional censorship or discipline, but one's special position in the community imposes special obligations. As a person of learning and an educational officer one should remember that the public may judge one's profession and institution by one's utterance. Hence, one should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that one is not an institutional spokesperson.
 - d. Members of the bargaining unit share the right of expression and assembly set forth as College Policy in the College Student Handbook and subject to the same provisions as established by § 6450 of the Education Law of New York State, as referenced in the Student Handbook in "III. Freedom of Speech and Assembly.

6. **Orientation.** In the event a member of the bargaining unit is not present at orientation, the College will forward to the member's home address any orientation material not otherwise available on the College's website.
7. **Professional Activities.** Members of the bargaining unit shall be engaged in professional aspects of the College, including but not limited to, committees, shared governance, advising, tutoring, substituting, and curriculum and course development. Advising, tutoring and course/curriculum development (where applicable) will be compensated at rates established by the College.
 - a. **Professional Development Fund**

At the beginning of each Academic Year, the College will replenish the \$50,000 (of which up to \$25,000, exclusive of administrative costs, will be used to support the Adjunct Academy) for professional development activities for adjunct faculty. The Adjunct Professional Development Fund will be administered by the Office of Academic Affairs in consultation with an adjunct professional development committee appointed by the President of the Adjunct Faculty Association. The committee will establish guidelines and procedures for administering the funds. The Association and the College agree to the use of the Adjunct Professional Development Fund as described in Appendix A of this agreement.
8. **Course Assignment.**
 - A. Priority in course assignments shall be granted to members of the bargaining unit based on semesters taught within the discipline, i.e., subject matter, at the College. Nothing herein shall be construed or applied in such a way as to deprive the College of the right to bypass seniority in course assignments and to hire from outside the College in unusual circumstances when a particular expertise or specialization is needed and not available in the current unit member faculty. In such a case the College will notify the RCCAFA President in writing.
 - B. Seniority based on length of service within the discipline, i.e., subject matter, to the College by semesters taught (including Winter semester and Summer semester), provides an adjunct with first choice within the general schedule that has been prepared by the College. Adjunct seniority is established by semesters taught, as recorded in the Human Resources seniority list, (subject to corrections at Human Resources, if warranted). Resident Professors (former full-time faculty, who elect to teach part time upon retirement) shall be deemed new adjuncts for the purpose of seniority calculation and shall accrue seniority in the usual manner. Unit members have seniority only within their discipline, i.e., subject matter. The College recognizes that many adjuncts commonly teach more than two courses. This course assignment protocol is not intended to limit or restrict the number of courses/credits taught by an adjunct.
 - C. **Process.** After full-time schedules have been set, and before advisement and registration, the Program Director shall consult with each adjunct, beginning with the most senior adjunct regarding courses for the upcoming semester. In accordance with the accurate seniority list provided by Human Resources, the

adjunct may "initially" choose two courses within his/her area of competence, and may choose the time and section from the general schedule up to the maximum credits. At that time the Program Director may offer additional courses up to the maximum credits. This process continues by seniority. Adjuncts who have taught fewer than ten semesters will "initially" choose and be assigned one course. At that time, the Program Director may offer additional courses. As course assignments for each unit member are assigned, the College shall enter the unit member's name into Web Advisor for those courses. Once unit members are contacted for their course selection, unit members must respond to their Program Director with their choices within two (2) business days.

- D. "Bumping rights" by unit members can be exercised in the event that any assigned course: a) has been cancelled; b) has been assigned to a full-time faculty member or c) when either a or b above has occurred to a more senior unit member. In these cases the unit member can "bump" the least senior adjunct teaching an appropriate course. In the event that an adjunct loses an assigned course up to three weeks before the start of the semester, that adjunct has the right to "bump". If an adjunct loses an assigned course within three weeks of the start of the semester, that adjunct has the right to "bump" up to the number of courses "initially" (2 or 1) assigned. For courses lost above the "initial" (2 or 1) courses assigned the adjunct has first choice to an appropriate available course or a newly created appropriate course. This process occurs in seniority order. The right of a unit member to maintain a workable professional schedule will be respected.
- E. Seniority List. An accurate, updated, seniority list shall be provided by the College to the RCCAFA President, and to the School Deans by October 15th and March 15th each academic year. This list will be sorted by: department, total semesters, date of hire, and name. This list will provide the order of seniority selection. The Fall list will be used for Winter and Spring course selections and the Spring list will be used for Summer and Fall course selections. In case of a "tie" in total semesters, date of hire shall apply after semesters taught, In case of a double "tie" in date of hire, last name alphabetical order shall apply after date of hire.
- F. Duration. In the event of absence from teaching, seniority of unit members shall be retained for up to twenty-four (24) months or thirty-six (36) months in exceptional health related circumstances.
- G. The parties hereby expressly agree that with regard to the College's Staffing Patterns, Staffing Processes and Compensation Models there is no longer a reasonable expectation that said practices will continue. Furthermore, the College expressly reserves the right to determine Staffing Patterns, Staffing Processes and Compensation Models in accordance with this contract, and "past practice" with regard to these areas are expressly eliminated.

9. Full Time Openings.

Unit members will receive appropriate professional consideration for opportunities for full time teaching positions. The College will notify all Association members using the "alladjuncts" email address of all openings at the College.

10. Credentialing

1. **Primary Competency.** Adjunct faculty must possess a Master's degree or higher in their area of expertise except for career and technical education programs wherein with the approval of the Program Director and Chief Academic Officer a specific career and technical credential, certification or Associate degree widely recognized as proof of qualification may suffice.
2. **Secondary Competency.** Adjunct faculty shall be deemed qualified to teach in a discipline, i.e., subject matter, other than their primary area of expertise, if they obtain prior written approval from both the Chief Academic Officer and the School Dean responsible for the subject matter in question, and they meet at least one of the following criteria:
 - a. Earned a minimum of 12 graduate credits in the secondary subject matter discipline.
 - b. Have five years of prior documented teaching and/or work experience in the secondary subject matter discipline.
 - c. Earned a specific career and technical credential, certification or degree widely recognized as proof of qualification in the secondary subject matter discipline.
3. **Professional Experience Exception.** Individuals with documented professional/life experience may be deemed qualified as adjuncts in their area of expertise subject to the discretion and approval of the Program Director and the Chief Academic Officer.

ARTICLE IX – COMPENSATION and BENEFITS

1. **Contact Hour and Hourly Rates.** Per Contact Hour and Hourly rates shall be increased for each academic year as follows for all bargaining unit members 2018/2019: 0%; 2019/2020: 1.5%; 2020/2021: 2.0%; 2021/2022: 2.0%; 2022/2023: 2.0%.
2. **Longevity.** The four-year longevity rate for all members of the bargaining unit shall be the year's base rate plus 5.2%. The eight-year longevity rate shall be base rate plus 10.8%.
3. **Accrual of Service.** Lecture and/or labs taught in the same semester are counted once towards seniority (course assignment). Lecture or labs (pay scale) are paid as provided in the tables below.

Implementation of the above-described increases will result in the following per contact hour rates:

4. Pay Scale

Academic Year	Base	+4 YEAR	+8 YEAR
		Base + 5.2%	Base + 10.8%

Adjunct Faculty			
2018-2019	943.80	992.88	1045.73
2019-2020	957.96	1007.77	1061.42
2020-2021	977.12	1027.93	1082.64
2021-2022	996.66	1048.48	1104.30
2022-2023	1016.59	1069.45	1126.38

Science Lab Instructor BA/Hour			
2018-2019	28.33	29.80	31.39
2019-2020	28.75	30.25	31.86
2020-2021	29.33	30.86	32.50
2021-2022	29.92	31.47	33.15
2022-2023	30.51	32.10	33.81

Science Lab Instructor MA/Hour			
2018-2019	30.71	32.31	34.03
2019-2020	31.17	32.79	34.54
2020-2021	31.79	33.45	35.23
2021-2022	32.43	34.12	35.93
2022-2023	33.08	34.80	36.65

Adjunct Librarians/Hour			
2018-2019	35.37	37.21	39.19
2019-2020	35.90	37.77	39.78
2020-2021	36.62	38.52	40.57
2021-2022	37.35	39.29	41.38
2022-2023	38.10	40.08	42.21

Adjunct Clinical Nursing Instructor Post 8/2000 BA/Hour			
2018-2019	58.99	62.06	65.36
2019-2020	59.87	62.99	66.34
2020-2021	61.07	64.25	67.67
2021-2022	62.29	65.53	69.02
2022-2023	63.54	66.84	70.40

Adjunct Clinical Nursing Instructor Post 8/2000 MA/Hour			
2018-2019	72.61	76.39	80.45
2019-2020	73.70	77.53	81.66
2020-2021	75.17	79.08	83.29
2021-2022	76.68	80.66	84.96
2022-2023	78.21	82.28	86.66

Academic Year	Base	+4 YEAR	+8 YEAR
		Base + 5.2%	Base + 10.8%

Adjunct Clinical Nursing Instructor Pre 8/2000 BA/Hour			
2018-2019	62.72	65.98	69.49
2019-2020	63.66	66.97	70.54
2020-2021	64.93	68.31	71.95
2021-2022	66.23	69.68	73.39
2022-2023	67.56	71.07	74.85

Adjunct Clinical Nursing Instructor Pre 8/2000 MA/Hour			
2018-2019	76.80	80.79	85.09
2019-2020	77.95	82.01	86.37
2020-2021	79.51	83.65	88.10
2021-2022	81.10	85.32	89.86
2022-2023	82.72	87.02	91.66

Increases are not retroactive, but commence at start of Spring 2020 semester.

Signing bonus: Provided the Association ratifies this MOA on or before February 25, 2020, adjuncts who taught any of the last three semesters (Fall 2018, Spring 2019, Fall 2019) shall receive \$100 for each of the past three semesters they taught. For instance, if an adjunct taught the Fall 2018 and Spring 2019 semester, but not the Fall 2019 semester, that adjunct would receive a \$200 signing bonus.

5. **Recognition of Service.** (i) After completing 10 years of service with at least twenty-six (26) semesters of service, members of the bargaining unit will receive a retention adjustment of \$60 per credit/contact hour taught; (ii) After completing 10 years of service with at least twenty-six (26) semesters members of the RCCAFA bargaining unit employed on an hourly basis will receive a retention adjustment as follows: Adjunct Science Lab Instructors, BA - \$1.60; MA - \$1.75; Adjunct Librarians, \$2.00; (iii) The recognition of service adjustment reflected in this section shall not change or be related to the credit hour or hourly rate applicable above in Article IX-1 or Article IX-2 above.

6. **Learning Contract Classes**

Adjunct Instructors will be compensated at the rate of \$50/credit/student.

7. **Health Insurance.**

- A. All members of the bargaining unit shall be eligible to apply for coverage under any health insurance plan available to Rockland County employees without any contribution from the College or Rockland County at their own cost and expense. Eligibility for participation shall be determined by the then-current laws, regulations, requirements and contractual obligations applicable to the plans. Participants must pay the required premium to the County of Rockland in accordance with the reasonable rules, regulations and instructions

promulgated by the County of Rockland Insurance Department from time to time.

- B. A member of the bargaining unit who, prior to the date of this MOA, participated in a County of Rockland health insurance program and is no longer eligible to participate in the plan in which they were enrolled, may continue his/her coverage under COBRA by remitting the premium payment plus the administrative charge as required under the law. Alternatively, such employees may apply for participation in a different County provided health insurance plan in accordance with the provisions of paragraph A above.
 - C. The health insurance coverage provided by the County or the College to its employees may be modified at the sole discretion of the County or the College without negotiation with or the concurrence or approval of the Association.
 - D. Members of the Bargaining Unit will be permitted to enroll in the College's Dental and Vision plans at the members' expense.
8. **Flex Plan.** Members of the bargaining unit will be permitted to enroll in any available section 125 flex program offered to College employees, in accordance with the provisions of said program and the law.

ARTICLE X – TERM

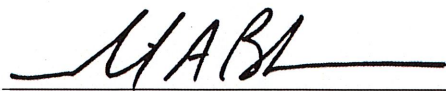
The Agreement shall be effective September 1, 2018 to August 31, 2023, and from year to year (09/01 - 08/31) thereafter unless either party notifies the other, in writing, on or before May 1, 2023 or the same date in any subsequent year of an intent to renegotiate the Agreement.

ARTICLE XI – REQUIREMENT OF LEGISLATIVE ACTION

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

In WITNESS THEREOF, the parties hereto have caused this Agreement, including Appendix A, to be signed by their duly authorized officers.

FOR ROCKLAND COMMUNITY COLLEGE

 5/18/2020

Dr. Michael A. Baston
President of the College

Date

FOR ROCKLAND COUNTY

 Date

Mr. Ed Day
County Executive

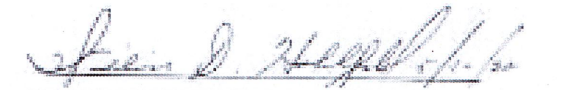
Date

 5/18/2020

Mr. Martin Wortendyke
Chairperson of the Board of Trustees

Date

FOR ROCKLAND COMMUNITY COLLEGE
ADJUNCT FACULTY ASSOCIATION



Mr. William Hohlfeld
President of the RCCAFA

Date

APPENDIX A

Adjunct Professional Development Fund

Purpose:

To support professional development for adjunct faculty in their area of teaching, the college will set aside \$50,000 of which up to \$25,000 (exclusive of administrative costs) will be allocated to the Adjunct Academy.

The College will reimburse adjuncts for tuition paid toward graduate study in the area of their teaching at the College, to the level of one-half (1/2) of the average SUNY graduate rate or actual per credit tuition rate whichever is less. In addition, the College will reimburse adjunct faculty for participation in seminars and certificate programs in the area of their teaching at the College. The amount of reimbursement for these programs will be determined by the Office of Academic Affairs prior to the adjunct's registration and participation.

Reimbursement will be available for one course per semester.

The funds will be available in order of adjunct faculty seniority. The funds are likely to be used by those needing credentials. Courses must be taken at an accredited graduate institution.

Procedure:

Adjuncts seeking reimbursement will provide an application to Human Resources by a certain date for the upcoming semester. Human Resources will review the application for appropriateness. If there are any questions on appropriateness of courses, the Human Resources Department will contact the Office of Academic Affairs for final authorization.

Each adjunct faculty member will provide to Human Resources a transcript or certificate of completion from the completed course, as well as a tuition receipt for the course.

The College will reimburse the adjunct faculty member the tuition cost up to the amount of one-half (1/2) of the average current SUNY graduate course tuition rate per same number of credits, or for the cost of the seminar or certificate program as previously approved by the Office of Academic Affairs.

Sample Application:

Name

Current Graduate degree(s)

Department

Courses taught at the College

Current semesters in seniority at the College

Graduate course title

Graduate course number of credits and tuition cost or description of seminar or certificate program with tuition cost

Graduate institution or institution providing instruction

Date of course start and completion

Reimbursement:

In order for the Adjunct Faculty member to receive reimbursement, he/she must submit a copy of the original authorization form, an official transcript with a passing grade or certificate of completion of the seminar or certificate program, and a copy of the paid tuition receipt to the College's Human Resources Department. Official transcripts must be mailed to the Human Resources Department by the institution.

Note:

HR to give the RCCAFA President a report of adjunct faculty and courses reimbursed each semester.