

# **AGREEMENT**

By and Between

**SUNY ROCKLAND COMMUNITY COLLEGE,**

**THE COUNTY OF ROCKLAND**

And the

**ROCKLAND COMMUNITY COLLEGE**

**FEDERATION OF ADMINISTRATORS**

September 1, 2016 – August 31, 2022

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SUNY Rockland Community College  
The County of Rockland  
And the  
Rockland Community College Federation of Administrators

September 1, 2016 to August 31, 2022

Date: October 18 2019

## **ARTICLE I – RECOGNITION**

1. Rockland Community College (“College” or “Employer”) recognizes the Rockland Community College Federation of Administrators (“Federation” or “RCCFA”) as the exclusive bargaining agent for all administrative positions except exempt positions (as per Board resolution, April 15, 1993), managerial/confidential positions and any other administrative positions that are excludable under the Taylor Law.

2. The College shall notify the Federation President of any newly created or vacant administrative position to be filled prior to public announcement of the vacancy or offering the position to current employee. Such notification includes the job description, Position Group, starting salary range, duties and responsibilities, a statement of required qualifications and the College’s position with respect to unit position.

3. The College shall notify the Federation President of a substantially altered administrative position at least fourteen (14) calendar days before such position and/or the prospective incumbent is presented to the College President for approval. Such notification shall include a description of the alteration and impact on the employee holding the current position.

4. Employees employed in positions included in the bargaining unit represented by the Federation shall be referred to as “bargaining unit employees” or “unit employees” throughout this Agreement.

## **ARTICLE II – RIGHTS OF THE FEDERATION**

1. The Federation President and/or his/her designee(s) shall be permitted to transact official Federation business on College property at reasonable times provided there is no interference with instruction, administrative functions, College operations, his/her obligations to the College. Each September the Federation shall provide the College with the names of such authorized representatives, such list subject to amendment as needed.

2. The Federation, upon prior request and approval, shall have the right to use College

facilities, supplies and equipment at times when such equipment is not otherwise in use. The use of supplies shall be on a cost reimbursement basis.

3. The Federation shall have the right to post notices of its activities and matters of the Federation's concern on the bulletin board in Brucker Hall, and to use the College mail for communication purposes.

4. Pursuant to applicable law, the College shall make available, upon request, any and all available relevant information, statistics, and records necessary for negotiations and the administration of this Agreement.

5. The Federation has the right to represent all employees in the bargaining unit on any matter concerning their terms and conditions of employment. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of employee organization membership, from bringing matters of personal concern directly to the attention of the College, provided, however, that the Federation waives no rights it has under the Taylor Law.

### **ARTICLE III – RIGHTS OF THE EMPLOYER**

1. Subject to the provisions of the Agreement, and any Taylor Law obligations that otherwise exist, which are not waived by this provision, the Employer retains the rights it had prior to recognition of the Federation including, but not limited to, the following:

- a. To determine the standards of service offered by the College.
- b. To direct employees.
- c. To hire, promote or retain administrators and to non-renew or terminate probationary or temporary employees, and to discharge or take disciplinary action against administrators who have completed their probationary periods provided such discharge or discipline is for just cause.
- d. To maintain the efficiency of operations entrusted to them.

2. Administrators are prohibited from engaging in outside employment if it:

- a. Constitutes a conflict of interest and/or
- b. Occurs during the administrator's working hours.

3. Employees shall complete and submit to their immediate supervisor the attendance verification form prescribed by the College.

### **ARTICLE IV – PERSONNEL FILES**

1. The College shall maintain one official personnel file on each employee, which shall be located in the Human Resources Office. No material, which shall be the basis for denial

of promotion, or reappointment, discipline or discharge shall be used or deemed admissible, unless such material had been contained in such file at the time of its original possession by the College.

2. An employee shall have an opportunity to review the employee's personnel file maintained in Human Resources in the presence of the appointing authority or the appointing authority's designee upon five (5) days' notice and to place in such file a written response of reasonable length to anything contained therein which such employee deems to be adverse. Notwithstanding the above, pre-employment material shall be privileged and not be made available to such employee.

3. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee's personnel file until the employee has been given a copy of such material. The employee must sign acknowledging receipt of such material and such receipt will also be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign, it shall be so noted on the material which shall be deemed to comply with the requirements of the section.

4. Adverse material or information dealing with relatively minor acts of misconduct or incompetence (i.e. isolated incidents of tardiness) shall be removed from the personnel file not less than six (6) months or more than one (1) year after the date of the occurrence, unless such misconduct or incompetence is repetitive and is not responsive to supervisory warnings.

5. Adverse material or information dealing with relatively serious acts or incidents of misconduct or incompetence shall be removed from the personnel file three (3) years after the date of occurrence. Examples of relatively serious acts or incidents of misconduct include insubordination or dereliction of duty.

6. However, adverse material or information regarding the following infractions shall not be removed from the personnel file:

- Determination of guilt as a result of disciplinary proceedings
- Performance or other evaluations

## **ARTICLE V – BUDGET OR PROGRAM CURTAILMENT**

1. When a bargaining unit employee who has fulfilled her/his probation period is to be laid off, the College shall provide three (3) months' notice to such employee prior to the effective date, or pay the employee to be laid off in lieu of any notice deficiency. For probationary employees, please refer to Article VI item #5.

2. Unit employees who share a common job title shall be laid off by seniority. Employees who do not share a common job title, upon notification of layoff, shall be offered transfer to an available unit position for which they are qualified. Should more than one employee be qualified for the available positions(s), such transfers shall be implemented on a seniority basis, provided that a laid-off junior employee is not, in the opinion of College administration, more qualified for the position, in which case the junior employee shall be first eligible for the available position(s). All laid-off employees, for a period of two (2) years, shall be entitled to be recalled to

a vacancy in the bargaining unit, provided such employees are qualified for such position(s). The College will offer such position(s) to the laid-off employee(s) in inverse order of layoff. If within two (2) years the position from which an employee was laid off is re-established, the employee who was laid off from such position shall have rights to such position regardless of the seniority of other laid-off employees. The two (2) year layoff recall time limit may be extended where the permissibility of the layoff is subject to challenge before PERB or a court reviewing a layoff determination while the challenge is pending.

3. Refusal to accept recall to a position of substantially equivalent remuneration shall terminate the laid-off employee's recall entitlement.

4. Seniority shall be defined as length of service in a titled position that is included in the bargaining unit, provided that all service in any position(s) in the unit prior to recognition of the Federation shall count towards seniority. However, if a unit member leaves or previously had left the unit for a non-unit College position, seniority prior to leaving shall be retained, provided the member was not out of the unit (or a titled position prior to recognition that is in the unit) for more than two years.

#### **ARTICLE VI – APPOINTMENTS**

1. An administrator shall serve a one year probationary appointment in the position for which he/she is hired commencing from her/his first date of hire. Once having completed the probationary period the administrator need not serve a probation period if he/she is subsequently appointed or promoted to any successive position to which he/she is appointed in her/his current department. The position move will be reviewed after 90 days. If the appointment/promotion is not working satisfactorily, the unit member may return to her/his previously-held position which will remain open for 90 days. Administrators moving to a different department will serve a one year probation period.

2. If the College needs to temporarily appoint a bargaining unit member to a different unit position it may do so for a period not to exceed one year. However, should the administrator serve in such position beyond one year and then be appointed permanently he/she will not have to serve a probation period.

3. If the administrator is assigned temporarily to a non-unit position he/she shall have the right to return to his/her prior unit position without loss of any benefits of the Agreement, provided the administrator is not out of the unit for more than two years. Such "acting appointments" are voluntary and are intended to provide a continuity of function that would normally be interrupted due to a vacancy.

4. The College may appoint an individual to a "temporary position" with the approval of the Federation. Such appointments are for a fixed term not to exceed one year, expire upon the final date of such appointment, and imply no right of continued employment beyond the term of such appointment.

5. In the event a probationary appointment is to terminate, prior to or at the completion of such probationary appointment, the College shall provide written notice one month prior to

termination. Should the College fail to give such notice the employee shall receive pay in lieu of any notice deficiency. Probationary employees shall not have access to the discipline provision of this Agreement.

6. All administrative appointments and terminations thereof are made by the College President or President's designee.

7. When administrative vacancies occur and prior to an appointment by the College President, all unit members shall be notified of such vacancies by Human Resources internal distribution. Such notification shall include a job description, Position Group, salary range, duties and responsibilities and a statement of required qualifications.

8. Grant-Funded Appointments. An employee hired specifically by the College to administer a grant, under the terms of a grant, who does RCCFA duties is considered a Grant-Funded Appointment, and is not a unit member. Despite the previous sentence, the current Director of the Small Business Development Center and the current Director of the Retired Senior Volunteer Program will remain in the bargaining unit. Unit members who are employed by the College and whose functions become temporarily funded by a grant are not considered Grant-Funded Appointments.

#### **ARTICLE VII – DISMISSAL AND DISCIPLINE**

1. Any bargaining unit member who has completed the probationary period may be disciplined or discharged for just cause. The term "just cause" implies both procedural and substantive due process rights, including such standards as progressive discipline (unless the seriousness of the offense does not warrant such progressive discipline), timely notice of the discipline, and a fair investigation. An employee who has completed the probationary period is on "continuing appointment."

2. An administrator who is disciplined or discharged shall, upon demand, be provided with specific written charges against him/her.

3. The administrator or the Federation may initiate the grievance procedure to Stage 3 within 15 days from the date of discipline or dismissal.

4. The termination of a probationary appointment shall be within the discretion of the College and is neither grievable nor arbitrable, provided that there is no allegation that applicable provisions (other than the discipline provision) of the Agreement have been violated. No Probationary employee shall be subject to discipline without a meeting between the employee and the disciplining supervisor taking place prior to the imposition of any such discipline.

#### **ARTICLE VIII – EVALUATION**

1. Probationary employees shall be evaluated in writing. Written probationary evaluations shall be signed by the employee and the evaluator and filed in the employee's official Human Resources personnel file. The probationary employee's signature does not necessarily express agreement with such evaluation, and solely signifies that employee's receipt and review of

the evaluation. The purpose of the evaluation is to review performance and to make such employees aware of their employment status. The probationary employee may file a written response to the whole or any part of the evaluation. The response shall be attached to the evaluation on receipt by Human Resources. No evaluation shall be performed by a supervisor who has been exposed to the performance of the probationary employee for less than six months. In such an event the evaluation shall be deferred until at least six months of observation has occurred. In the event of an unsatisfactory evaluation the employee can request to be re-evaluated within the next six months following the unsatisfactory evaluation. Such a re-evaluation shall occur within three months of request.

2. Within 14 days of receipt of such evaluation report a conference shall be held between the administrator and the evaluator to discuss the evaluation.

3. Evaluation of Employees on Continuing Appointment.

a. Employees with continuing appointments can only be evaluated annually by their immediate supervisor on a form that is narrative in nature. No evaluation shall be performed by a supervisor who has been exposed to the performance of the probationary employee for less than six months. In such an event the evaluation shall be deferred until at least six months of observation has occurred. In the event of an unsatisfactory evaluation the employee can request to be re-evaluated within the next six months following the unsatisfactory evaluation. Such a re-evaluation shall occur within three months of request.

b. An evaluation report shall be in writing and signed by the immediate supervisor and the employee shall receive a copy thereof within fourteen days following the completion of the evaluation process. An interview shall follow each evaluation report.

c. The employee shall sign and date each evaluation report and be permitted to file a written reply to any portion of such report to which he/she may take exception. Such signature shall not constitute agreement or disagreement with the contents. Such response shall be attached to the evaluation at the time it is placed in the employee's personnel file.

d. An employee may request an appraisal of his/her performance to be made in the event of and prior to the departure of his/her supervisor.

#### **ARTICLE IX – RELEASE TIME FOR UNION OFFICERS**

1. A maximum of three days with pay shall be annually provided the Federation President or his/her designee(s) for off-campus functions for Federation business.

## **ARTICLE X – GRIEVANCE PROCEDURE**

### **A. Definitions**

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

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

3. “Grievant” shall mean the Federation and/or any person or group of persons in the bargaining unit filing a grievance.

4. “Days” are work days.

### **B. Procedures**

1. 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.

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

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

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

5. A grievance brought by the Federation may be submitted directly at Stage 2.

6. The preparation and processing of grievances may be conducted during working hours and, if so, the grievant and employees who are involved shall be excused.

### **C. Stages of Grievance procedure**

1. Stage 1 - Supervisor: A grievance must be filed in writing within thirty (30) days of the event or knowledge of the event giving rise thereto and will be discussed with the appropriate supervisor with the objective of resolving the matter informally. If the matter is unresolved, a decision shall be in writing and rendered within then (10) days of

presentation. If the grievance is filed by an individual, the Federation and the Human Resources office shall receive a copy of the grievance filing. No settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.

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

3. Stage 3 - President: If the grievance is not resolved at Stage 2, the Federation 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 ten (10) days after the date the College President or designee informs the Grievant of the hearing date. 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 Federation. Should the President appoint a designee to conduct a hearing and/or render a decision, the designee shall not be the same person who heard and/or decided the same grievance at Step 2.

4. Stage 4 - Binding Arbitration

- a. If the grievance is not resolved at Stage 3, the Federation may make a demand for arbitration within twenty (20) days of the decision at Stage 3 to PERB.
- b. The parties shall be bound by the rules of PERB.
- c. The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Federation.
- d. The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement.

#### **ARTICLE XI- DEDUCTIONS: DUES, OTHER**

1. Membership Dues: Pursuant to the plans certified by the Federation and as any member thereof shall individually and voluntarily authorize in writing, the College shall deduct from the salaries of the employees the regular Federation membership dues on a bi-weekly basis (26 or 27, dependent upon pay periods contained in the fiscal year) and remit the same to the Treasurer of the Federation. Dues deductions may only be revoked by written instrument delivered to the College between September 1 and September 15 of any year. The College shall promptly notify the Federation of the receipt of any such revocation.

2. Other Deductions: As soon as reasonably possible, and upon written authorization of the employee concerned and unless said employee subsequently rescinds such written authorization, the employer agrees to permit deductions from the employee's wage for:

- a. NYSUT Benefit Trust Fund
- b. Tax sheltered annuity
- c. Deferred compensation plans
- d. Credit Unions (not more than two)
- e. Vote/Cope (provided that a list of employees who request deductions will be submitted only once a year and such deductions would remain for the entire year).

3. The Federation 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 Federation, and provided that such indemnification and hold harmless provisions does not include any legal fees that the College/County may incur.

## **ARTICLE XII- SALARY PLAN**

1. The College shall institute five Position Groups for administrative positions as per Appendix A.

2. The College shall institute a salary range for each of the five administrative Position Groups as per Appendix B.

3. Salary Increases: The base salary of each bargaining unit employee shall be increased as follows:

- On September 1, 2016: 0%
- On September 1, 2017: 0%
- On September 1, 2018: 0%
- On September 1, 2019: 1.0%
- On September 1, 2020: 1.5%
- On September 1, 2021: 1.5%

4. The longevity schedule is as follows:

Unit employees who have completed five (5) years of full time service will receive a longevity increase of \$750 added to their base salary. Unit employees who have completed ten (10) years of full time service will receive a longevity increase of \$1,000 added to their base salary. Unit employees who have completed fifteen (15) years of full time service will receive a longevity increase of \$1,250 added to their base salary. Unit employees who have completed twenty (20)

years of full time service will receive a longevity increase of \$1,500 added to their base salary. Unit employees who have completed twenty-five (25) years of full time service will receive a longevity increase of \$2,000 added to their base salary. Unit employees who have completed thirty (30) years of full time service will receive a longevity increase of \$2,500 added to their base salary. Unit employees who have completed thirty-five (35) years of full time service will receive a longevity increase of \$3,000 added to their base salary.

5. Temporary Assignments. Unit members assigned duties not included in their current job description and unrelated to their current job duties (on a temporary basis), will be eligible for an increase of 6%-9% depending on complexity and level of responsibility.

6. At the termination of the temporary assignment the increase will be removed from the unit member's compensation.

7. The stipend to base shall be calculated on an annual basis and prorated for the term of the temporary assignment. If the stipend exceeds the unit member's current band, the College and the RCCFA agree that the total compensation may exceed the cap of the band.

8. After 6 months the temporary assignment should be reviewed between management and Union President or designee. After 1 year, if the member's original duties remain intact and the additional duties are added to the member's job description the assignment is to be deemed permanent. For change in position status refer to Reclassification.

9. Promotion. Promotion is based upon merit as demonstrated by work performance, job duties and service to the College. Promotion is the movement from a lower level position to a higher level position such that there is an increase in the complexity and/or level of duties. Upon promotion from one unit Position Group to another, the employee shall, at minimum, be granted a nine percent (9%) increase to their base salary or the starting salary of the Position Group, whichever is greater.

10. Job Reclassification. Any unit member who has a discernable and substantial change in job function or responsibilities and who requests a job reevaluation, not more than once in two years, will have his/her job reevaluated to determine its proper pay classification.

11. The job reevaluation will begin with the job analysis questionnaire, which will be completed (a) by the incumbent where he/she has been in the job twenty-four (24) months or more, or (b) by the immediate supervisor where a vacant position exists.

12. The administration will evaluate the job using the criteria found in the job analysis questionnaire, as amended. The reevaluation may include an upward change in salary by change of grade, a change within grade, or no change, whichever is deemed appropriate by the Administration. A change of grade requires a salary no less than the minimum of the new grade as specified in Paragraph 11. The determination should be completed within two (2) months from the date the College received the completed job analysis questionnaire.

13. The RCCFA will be copied on all requests for reevaluation of Pay Classification and copied on all reevaluations.

14. Upon request, the Director of Human Resources shall meet with the President of the RCCFA or his/her designee relative to the reevaluation.

15. If the reclassification does not require placement into the next band but the increase in salary exceeds the unit member's current band, the College and the RCCFA agree that the cap may be exceeded to accommodate the increase in salary.

16. The job analysis questionnaire shall be amended only by mutual agreement.

### **ARTICLE XIII – PAID LEAVE**

#### 1. Holidays.

a. All holidays enumerated herein shall be allowed as days off with pay: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

b. When any such holiday falls on a Saturday, unless the College designates the Friday preceding the holiday as the day of observance all unit members shall be credited with a floating holiday as of September 1st of that calendar year. When any such holiday falls on a Sunday, the College shall designate the Monday following the holiday as the day of observance and employees are given time off on the Monday.

c. The College may designate an alternate holiday to any holiday listed in a. above which conflicts with the College class schedule and/or calendar upon notice to employees on or before September 1st of the College year in which the holidays fall.

d. In the event professional obligations require work on any of the aforementioned holidays, employees shall have a floating holiday credited for each holiday worked.

e. Floating Holidays: Unit members may be required to work on any of the following days: Columbus Day, Veterans Day, Lincoln's Birthday or Presidents' Day because classes are in session on those holidays provided that if a unit member is required to work on any of the four identified Holidays, such unit member will receive a Floating Holiday for each such day worked to be used during the course of the year of the Holiday worked.

f. If the College is closed or there is a delay for faculty or students because of the weather, unit members don't have to report or use their accrued time during that closure or delay.

2. Vacation.

a. Vacation shall accrue to a maximum total accrual of sixty (60) working days. First year employees shall accrue vacation at the rate of 1 day per month; second and third year employees at the rate of 1 ¼ per month. Thereafter, vacation days shall accrue at the rate of two (2) days per month. The time at which vacation may be drawn by a unit member shall be subject to prior approval by the supervisor. The request of a unit member with respect to such time shall be honored by the supervisor to the fullest extent possible consistent with the needs of the department and the relative seniority of unit members in the department.

b. In the event of the separation of a unit member from College service, accumulated vacation credit shall be compensated for by cash payment to the employee or his/her beneficiary except that in the event of voluntary separation, notice of same must have been given to the college at least 20 work days in advance of separation of service or the employee shall suffer the loss of one day of accrued vacation payment for each day of the 20 day notice provision not given. (e.g. if an employee gives 12 days' notice, 8 days of accrued vacation shall be deducted.)

3. Personal Leave

a. Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to be absent from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation and any unused personal days will be converted to accumulated sick days at the end of the fiscal year.

b. Unit members shall be granted four (4) days of personal leave per fiscal year. Probationary employees shall receive their personal days as follows: a grant of two days on the first day of employment and an additional day on the last day of the fourth (4th) and eighth (8th) month of hire. In the event that the fiscal year begins prior to the completion of this service period, the employee shall receive the remaining accruals along with the new ones at the commencement of the new fiscal year. These credits may be used in hour units or any multiple thereof. No reason need be given for these days. Where possible the employee shall notify his/ her immediate supervisor two days in advance of taking the personal leave day.

4. Bereavement Leave: Unit members shall be granted five (5) work days without loss of pay in case and at the time of death in his/her "immediate family," which shall be defined as his/her spouse, child, stepchild, parent, parent-in-law, legal guardian, sibling or grandparent. The employee is expected to notify his/her supervisor as soon as possible regarding such leave.

5. Sick Leave:

a. Upon appointment to a position, an employee shall accrue two days per month. The unused portion of a unit member's sick leave allowance shall

accumulate to a total of 220 days. Upon separation of service for any reason, unit members will receive one day of pay for every four days of accrued and unused sick leave.

b. Sick leave accruals may be used by individuals who are unable to perform their duties because of personal accident or illness. The term "illness" shall include routine medical appointments and diagnostic tests for the purpose of monitoring the unit member's general health or recurring medical condition

c. Employees may use up to 10 accrued sick leave days per year for immediate family illness, where circumstances require the employee's presence.

d. Any unit member out sick for four consecutive days (family sick leave included) will be required to provide a note to Human Resources.

6. Sick Leave Bank: The College will establish an emergency sick leave bank with an initial contribution of 30 sick days. The Administrators shall contribute up to 2 sick days per year until the sick bank reaches its maximum size of 220 days and all employees in the unit shall replenish the emergency bank on a pro rata basis when needed. The sick bank is for RCCFA members who have exhausted their sick leave as a result of catastrophic long term illness or disability and shall be awarded by a joint committee of 2 RCCFA members and 2 members of the College administration. In case of emergency need, unit members may donate additional sick days to the sick bank.

7. Court and Jury Attendance: An employee scheduled for jury duty, or for who it is necessary to appear as a witness in court subject to a subpoena for a hearing before a governmental agency, shall be excused from professional responsibilities without loss of pay to allow such participation. Compensation received for jury duty shall be remitted to the College by the employee. The payment of expenses shall be retained by the employee.

8. Wage Continuation Plan - Work Related

a. See CSEA contract Article XIV item 12

#### **ARTICLE XIV – UNPAID LEAVE**

1. Upon recommendation of the President and approval by the Board of Trustees, leaves without pay or benefits for a term of up to one (1) year, extendable for terms of up to six (6) months, may be granted for personal reasons that are not in conflict with the needs and interests of the College.

2. Requests for such leaves of absence shall be made through the individual's supervisor to the President. Each application shall include a statement for the purpose of the leave and its anticipated duration.

3. While on unpaid leave an employee may continue health insurance at his/ her own

expense.

4. Time of unpaid leave will not count toward the probationary period. Employees on unpaid leave shall retain job rights and all previously accrued benefits without exception, but shall not accrue additional benefits.

5. Maternity/Paternity Leave: Employees, other than “temporary” and first year probationers, who are to have a child, including through adoption, upon written notification shall be granted a leave of absence without pay and benefits for a period of time not to exceed twelve (12) months following the birth or adoption of the child. The employee shall notify the President in writing of her/his desire to take such leave a minimum of one (1) month prior thereto and of her/his desire to return to work two (2) months prior to the day which she/he plans to return to work. A pregnant employee shall be allowed to continue working for as long as she is physically (medically) capable of performing the duties of her position. The period of the leave may be modified by the employee with the consent of the President. An employee who has received notice of non-renewal shall not be entitled to be granted such leave.

6. Family Care Leave: A unit member shall be entitled to leave benefits provided under the Family Medical Leave Act.

#### **ARTICLE XV - INSURANCE**

##### 1. Group Health Insurance

a. The Employer agrees to pay 100% of the cost for the individual unit members and dependents for coverage which parallels the coverage and benefits of the Rockland County Government Employees Health Benefit program, together with such benefits and changes in the County program as may occur, under a core plus medical and psychiatric enhancements as described in the New York State Insurance Plan. Individuals who first begin their employment with the College after November 1, 1995 shall contribute 10% of the State net COBRA rate of the health insurance premium for individual coverage and 12% for family coverage. All unit employees hired by the College after June 21, 2016 shall contribute 15% of the premium in effect each year for the Health Insurance Plans (including but not limited to Medical, Dental and Vision) in which they are enrolled.

b. Employees who were hired prior to June 22, 2016 and have contributed toward their medical benefits for five years shall not be required to make any further contributions toward their medical benefits.

c. To the extent available, an option will be offered to employees and dependents, at a cost to the College no greater than otherwise provided herein.

d. In no event shall the College or County be obligated to contribute to the cost of more than one health insurance policy per family, whereby two or more persons within the same dependent-family structure are employees of the County or College (e.g. Only one family plan will be provided when both a husband and wife work

for the County or College).

e. Opt-Out Provision: Any unit member enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which the unit member was enrolled or eligible to enroll provided that the unit member show proof that he/she have medical coverage elsewhere at the time he/she sign the agreement.

- i. The health insurance buyout will be offered on an annual basis. The buyout period will be for one calendar year beginning January 1 and ending December 31. An eligible employee may exercise the buyout by submitting an application to the Human Resources Department, during an annual open enrollment period designated by the College. The College shall prescribe the application.
  - ii. An "eligible" employee is defined as any full-time unit member currently enrolled or eligible to be enrolled in a County Health Insurance Plan for at least twelve (12) months.
  - iii. Re-enrollment must be done in the annual open enrollment period. This paragraph shall not apply to any employee whose alternate health insurance is involuntarily cancelled during the buyout period. Such employees may make application for health insurance with the rules for involuntary loss of coverage. Such an application will be approved in accordance with the provisions of the RCCFA Collective Bargaining Agreement.
  - iv. Employees electing to re-enroll can do so at the rate of contribution determined by the date of hire. The time period during withdrawal from a County health insurance plan will not be credited towards the employee's total contractual obligation for payment of health insurance contributions.
  - v. Each employee who exercises the health insurance buyout shall be paid an amount equal to 25% of the County's net cost for the NYSHIP plan available pursuant to this Agreement, for the plan category in which the employee was eligible to enroll. 'Net cost' shall be defined as the County's actual cost less any contractually mandated employee contributions. However, any period of insurance ineligibility during the buyout period (for example, unpaid leave of absence or disciplinary suspension without pay) will reduce the buyout payment due from the College on a pro rata basis.
  - vi. Payment shall be made in two equal installments during the week following the end of the second (2nd) and fourth (4th) calendar quarters within the buyout period, and will encompass the preceding 6 months of the buyout period during which health insurance was waived
- f. As the cost of health insurance continues to rise, the County has the right to make Plan design changes as deemed necessary, as long as there is no diminishment

of benefits.

g. The County will honor the buy-out agreement for the life of the contract.

2. Dental Insurance: The employer agrees to provide the existing or equivalent individual coverage. Unit members may purchase family dental plans already available to CSEA and Faculty.

3. Vision Plan: The employer agrees to offer unit members individual and family coverage through plans already available to CSEA and Faculty at a minimal cost determined by the County.

4. Long Term Disability Benefit: SUNY Rockland Community College agrees to pay the full cost for long term disability benefits for RCCFA members after one year of employment.

5. Survivor Benefits: Rockland Community College is committed to the welfare of their employees and families. The College understands if a person suddenly passes away in mid-career, the loss of income may substantially impact on the employee's family. This benefit is not designed to replace the employee from having adequate life insurance to support his/her family, but is designed to address immediate expenses such as the cost of funeral, credit card debt or a dependent's tuition. If an employee passes away while they are actively employed at Rockland Community College with a minimum of one year of service his/her beneficiary will receive \$50,000.00.

#### **ARTICLE XVI – RETIREMENT BENEFITS**

1. Appropriate Retirement Plan: Unit members shall become a member of either the New York State Teachers' Retirement System, New York State Employees Retirement System, the Teachers Insurance and Annuity Association - The College Retirement Equities Fund, or the Optional Retirement Program (ORP). Membership in any plan shall be on a non-contributory basis, except as in accordance with law.

2. Health Benefits for Retirees: Subject to applicable law, the Employer agrees to pay 100% of the cost for the individual retiree and dependents for coverage which parallels the coverage and benefits of the Rockland County Government Employees Health Benefit program for individual retirees and dependents together with such benefits and changes in the County program as may occur.

#### **ARTICLE XVII – WORK WEEK, WORK DAY**

The normal work week for unit members shall be 40 hours including a one hour meal period from Monday through Friday, except for weekend coverage as required. Weekend assignments will be scheduled in advance and unit members will be notified as soon as the event or activity is scheduled.

## **ARTICLE XVIII – RESIGNATION**

An employee intending on terminating employment shall submit such intention in writing to the College President with a copy to his /her immediate supervisor no less than twenty (20) work days prior to the effective date of such resignation.

## **ARTICLE XIX – EXPENSES**

Employees traveling on authorized College business will be reimbursed for reasonable expenditures incurred on behalf of the College according to guidelines adopted by the Board. Such reimbursement will include expenses for transportation, accommodations, and services. Reimbursement will be in strict accordance with administrative procedures approved by the President.

## **ARTICLE XX – LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee composed of one representative from each of the College's collective bargaining units, including the Federation, shall meet each semester with the College President for the purpose of considering non-contractual matters of mutual concern.

## **ARTICLE XXI– MISCELLANEOUS PROVISIONS**

1. Tuition Benefits: Employees' spouses and dependent children (as defined by IRS) shall be permitted to take credit courses, tuition free. The employee, spouse or dependent shall be responsible for all costs in excess of tuition.

2. Printing of the Agreement: The College shall provide each member of the negotiating unit with a printed Agreement within sixty (60) days of the signing of this Agreement or at the time of hire.

3. Tuition Reimbursement: The College shall provide up to \$5,000 per year tuition reimbursement for unit employees enrolled at an accredited college or university in pursuance of a baccalaureate degree, a master's degree or a doctorate, or taking certification courses relevant to their positions at the College. The total College funding, in any one year, for this tuition reimbursement program will not exceed \$20,000. The employee is required to obtain administrative approval prior to enrolling in a program/course in order to be eligible for reimbursement. In the event that the aggregate requests from unit employees does not exceed \$20,000 in any year, unit employees may apply for reimbursement in excess of \$5000. The decision to grant any reimbursement in excess of \$5000 will be made by Human Resources in consultation with the Union President. In no event will the total College funding in any one year exceed \$20,000.

4. SUNY Tuition Pool: SUNY provides a pool of money available to college employees taking courses at a SUNY school. The amount of reimbursement varies according to the number of employees seeking reimbursement. Contact Human Resources for the latest information and reimbursement estimates.

5. The parties agree to work together to identify the benefits available to the employees under IRC section 125, including childcare. In the event that such benefits do not impose a cost upon the College, the employer agrees to allow the employees to exercise such benefits in accordance with the Plan.

## **ARTICLE XXII – ADJUNCT APPOINTMENTS FOR UNIT EMPLOYEES**

1. Unit employees with the approval of the Chief Academic Officer may teach up to two courses (total of 8 contact hours/ credits) each semester. Those courses must be scheduled to start and end, unless otherwise approved by the Chief Academic Officer, prior to the unit's normal start time each work day for their full-time responsibilities or after the unit member's normal end time each work day for their full-time responsibilities. In the event that (a) the College needs an instructor to teach a course requiring a special skill set, (b) the unit member has that special skill set, and (c) the College does not have non-unit employees with the same skill set, with the approval of the Chief Academic Officer and the unit member's immediate supervisor, the unit member may be permitted to teach a course during their normal work hours for their full-time responsibilities. However, the unit member must make-up the time that was spent teaching, grading, meeting with students in their courses or handling other teaching-related obligations during the normal work hours by extending their normal work hours proportionally and at a time that is approved by the unit member's immediate supervisor.

2. Unit employees that teach courses are also members of the Rockland Community College Adjunct Faculty Association and subject to the terms and conditions of its collective bargaining agreement.

## **ARTICLE XXIII – SAVINGS CLAUSE**

Should any provision and/or any application of this Agreement be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid except as to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

This Agreement may be altered only through the mutual consent of the parties in a written and signed amendment.

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

## **ARTICLE XXIV – DURATION OF AGREEMENT**

This Agreement shall be effective September 1, 2016 through August 31, 2022.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be signed by their duly authorized officers.

Affixed this 18 day of October, 2019

FOR ROCKLAND COMMUNITY COLLEGE

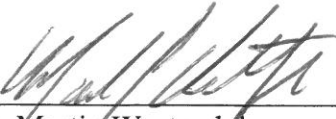
FOR ROCKLAND COUNTY



Dr. Michael A. Baston  
President of the College



Mr. Ed Day  
County Executive



Mr. Martin Wortendyke  
Chairperson of the Board of Trustees

FOR ROCKLAND COMMUNITY COLLEGE  
FEDERATION OF ADMINISTRATORS



Mr. Jon Jon Federic S. Chua  
President of the Federation