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, 2014 – August 31, 2018
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ARTICLE I – RECOGNITION
The County of Rockland and SUNY Rockland Community College recognize the Rockland Community College Adjunct Faculty Association, Local 4896, NYSUT, AFT, AFL/CIO (Association) 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 (RCC) 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

1. Definitions:

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

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

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

D. “Days” are work days.

2. Procedures:

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

B. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth 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 Recourses will receive copies of all correspondence at all stages of the grievance.
3. Stages of Grievance Procedure:

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

**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 American Arbitration Association.

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

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

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

2. NYSUT VOTE/COPE. Upon 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. Members of the Association shall receive five (5) paid sick/personal days per contract year in the following manner: two days in each of the Fall and Spring semesters and one during the Summer semester (only one for all three of the sessions). These five days may be accrued to a maximum of ten (10) days and may be used at any time. The accumulated days 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 personal day is 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 absence is a paid leave day, or when the class is rescheduled or a suitable substitute is found as above, the adjunct shall suffer no loss of pay. 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 credit hour rate on a pro-rata basis.

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 4 semester 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 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. For the 24 months (36 months for exceptional health related absence), 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 RCC Adjunct Faculty Association 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 AFA of reasons for the delay.

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

3. Labor – Management Meetings. Labor – Management meetings will be scheduled at least once per semester between Union representatives and upper level College administrators. Additional meetings will be held at the request of either party. Included in the Labor – Management meetings will be discussions pertaining to facilities available to adjunct faculty related to teaching.

4. Dues Collection. 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.

5. Adjunct Observation. The College will make a reasonable effort to observe new members teaching during the first year of employment.

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 with
(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 Union President of disciplinary actions to be taken and promptly provide the Union 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 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 (RCC) will replenish the $50,000 for professional development activities for adjunct faculty. The Adjunct Professional Development Fund will be administered by the Dean of Academic Services 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 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 AFA President in writing.

   B. Seniority based on length of service 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). Unit members have seniority only within their own department. 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 department chair 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 department chair 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 department chair 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 chair/coordi-nator with their choices within two (2) busi-ness 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 work-able professional schedule will be respected.

E. Seniority List. An accurate, updated, seniority list shall be provided by the College to the AFA President, and to the division chairs 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 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 an 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 considera-tion for opportunities for full time teaching positions. The College will notify all Asso-ciation members using the “alladjuncts” email address of all openings at the College.
10. Credentialing

A. Unit members who have taught classes prior to September, 2014 shall be qualified in those classes if they have taught that class within the prior 5 years.

B. After September, 2014, if a unit member is hired to teach a class that they are not credentialed for, they will permitted to teach that class hence forth unless otherwise agreed to by the College and the Association.

ARTICLE IX – COMPENSATION and BENEFITS

1. Credit Hour and Hourly Rates. Per Credit Hour and Hourly rates shall be increased for each academic year as follows for all bargaining unit members: 2014/15, 1%; 2015-16 2%, 2016-2017 2%, 2017-2018 2%.

2. Longevity. The four year longevity rate for all members of the bargaining unit shall be the years base rate plus 5.2%. The eight year longevity rate shall be 10.8%.

3. Lecture and/or labs accrue in semester count toward seniority (course assignment). Lecture or labs accrue separately in semester count towards respectively salary steps (pay scale).

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

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<th>+8 YEAR</th>
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<td></td>
<td>Base + 5.2%</td>
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4. **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 AFA 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.

5. **Learning Contract Classes**
Adjunct Instructors will be compensated at the rate of $50/credit/student.

6. **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.

7. **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, 2014 to August 31, 2018, and from year to year (09/01 – 08/31) thereafter unless either party notifies the other, in writing, on or before May 1, 2018 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 whereof, the parties have caused this Agreement, including Appendix A, to be executed by their duly authorized representatives as of the 2nd of May, 2013.

SUNY Rockland Community College

Cliff L. Wood, President
Date

6/14/2016

Susan Deer, Provost,
Vice President of Academic Affairs
And Student Services

6/14/16

Rockland Community College
Adjunct Faculty Association

Gerald A. Borreggine, President
Date

6/14/16

K. Donna Sauer, Vice President
Date

6/14/16

Howard Schuh
Date

6/14/16
APPENDIX A

Adjunct Professional Development Fund

Purpose:

To support graduate study for adjunct faculty in their area of teaching at the College, the college will set aside $50,000 for this purpose.

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.

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 Dean of Academic Affairs for final authorization.

Each adjunct faculty member will provide to Human Resources a transcript of 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.

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
Graduate institution
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, 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 AFA President a report of adjunct faculty and courses reimbursed each semester.