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DATE: October 30, 2019

TO: **LAURENCE O. TOOLE**
Clerk to the Legislature

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

RE: **AGREEMENT BETWEEN ROCKLAND COMMUNITY COLLEGE AND
THE ROCKLAND COMMUNITY COLLEGE FEDERATION OF
TEACHERS**

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Attached for filing please find the duly executed agreement between Rockland Community College and The Rockland Community College Federation of Teachers. Thank you.

cc: Ben Naylor, (via email)
Michael Drummond (via email)
Robin Brooks (via email)
File

VWJ:nr
Attachment
2019-03849

AGREEMENT BETWEEN

Rockland Community College

and

The Rockland Community College Federation of Teachers

September 1, 2016 – August 31, 2022

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**CONTRACT BETWEEN THE ROCKLAND COMMUNITY COLLEGE FEDERATION
OF TEACHERS
AND
ROCKLAND COMMUNITY COLLEGE**

This Agreement made on **September 1, 2019** between SUNY Rockland Community College, and the Rockland Community College Federation of Teachers, Local 1871, (the Federation or RCCFT) provides as follows:

WHEREAS, it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the County of Rockland, SUNY Rockland Community College and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government,
2. Comply with the requirements of the Public Employees Fair Employment Act by recognizing the rights of the employees of the County of Rockland and SUNY Rockland Community College to self-organization and representation for collective negotiations on the terms and conditions of employment,

Now in consideration of the mutual obligations contained herein the parties agree to as follows:

Article I Recognition

1. SUNY Rockland Community College recognizes the Federation as the exclusive representative of all those employees determined to be in the appropriate negotiating unit through the end of the 2015-2016 college fiscal year (August 31, 2016). If no timely petition is filed with the Public Employment Relations Board at least 120 days prior to the end of said fiscal year, this recognition shall continue until the end of the College fiscal year 2021-2022.

Article II Appropriate Negotiating Unit

1. The appropriate negotiating unit consists of the following employees in the unclassified service at SUNY Rockland Community College:
 - a. All members of the full-time teaching faculty
 - b. Librarians
 - c. Counselors
 - d. Educational Support Associate
 - e. Educational Support Specialist
 - f. Resident Professor
2. Grant Personnel - All personnel hired on Grants are exempt from the bargaining agreement

Article III Definitions

1. "Academic Rank" shall mean one of the following six titles: Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, and Distinguished Faculty.
2. "Academic Year" shall mean a period of time commencing on September 1 of each year and terminating on June 30 of the subsequent year.
3. "Board of Trustees" shall mean the Board of Trustees of Rockland Community College.
4. "Chief Academic Officer" shall mean the Provost, or Provost/Executive Vice President, or Vice President of Academic Affairs, whose primary responsibility is to provide leadership, direction, and evaluation for all academic activities and faculty affairs.
5. "Chief Student Affairs Officer" shall mean the Vice President responsible for Student Affairs, Student Services, and Enrollment Management.
6. "Continuing Appointment" shall mean a full-time appointment to a position of academic rank for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with the agreement.
7. "Days" shall mean days the college is open for business unless otherwise specified.
8. "Distinguished Faculty" shall mean a promotion and appointment to the State University's highest academic rank—Distinguished Professor, Distinguished Teaching Professor, Distinguished Service Professor or Distinguished Librarian—conferred solely by the State University Board of Trustees, and representing a tenured rank above that of full professor. It is the highest rank bestowed upon Rockland Community College faculty.
9. "Educational Support Series employee" shall mean a teaching assistant, technical assistant, laboratory assistant or someone who otherwise supports instruction, with the title of Education Support Associate or Educational Support Specialist.
10. "Employee" shall mean Teaching Faculty, Non-teaching Faculty and Educational Support Series employees.
11. "Faculty" shall mean Teaching Faculty and Non-teaching Faculty.
12. "Fiscal Year" shall be as provided by law.
13. "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.
14. "Grievant" shall mean the Federation and/or any person or group of persons in the negotiating unit filing a grievance.
15. "Non-teaching Faculty" shall mean those faculty members who serve as Librarians and Counselors and are appointed to an Academic Rank.
16. "President" shall mean the President of Rockland Community College.
17. "Resident Professor" shall mean a retired faculty member teaching part time whose sole defined right under this contract is to receive remuneration that is 10% above the current adjunct contract hourly rate.
18. "RTP" shall mean the Retention, Tenure and Promotion Policy, approved by the Board of Trustees, and the committee work pursuant to that policy governed by the Faculty Senate.
19. "Supervisor" shall mean the appropriate immediate supervisory officer responsible for the area in which an alleged grievance arises.
20. "Teaching Faculty" shall mean those faculty members who serve in academic departments with teaching as their primary duty and are appointed to an Academic Rank.

Teaching Faculty does not include teaching assistants, technical assistants or laboratory assistants.

21. "Temporary Appointment" shall mean an appointment as Teaching Faculty of less than the academic year or for an unspecified period of time. Temporary appointments are made and terminated at the discretion of the college. During the appointment, the employee holds the rank of Lecturer.
22. "Tenure" shall mean a continuing or indefinite appointment that can be terminated only for cause or under extraordinary circumstances such as financial exigency and program discontinuation. The Board of Trustees awards tenure to members of the full-time Faculty pursuant to the RTP.
23. "Term Appointment" shall mean an appointment to the faculty for a specified limited period of at least an academic year, which shall automatically expire at the end of that period.

Article IV Affirmation not to Strike

1. The Federation agrees that it shall not strike, cause, instigate, encourage or condone a strike during the term of this agreement.

Article V Collection of Dues

1. Upon the written authorization of the employee concerned and unless said employee subsequently revokes such written authorization, SUNY Rockland Community College shall deduct membership dues from the employee's biweekly pay in the amounts specified in the written authorization. The amounts deducted shall be forwarded to the Federation at regular intervals.
2. A list of all full-time faculty who are dues-paying members of RCCFT as of the date of this contract will be submitted to RCC by RCCFT for record-keeping and verification purposes.
3. Pursuant to and in compliance with Section 208, Subdivision 3 of the Civil Service Law of the State of New York, the Federation asserts it has adopted an agency fee refund policy.

Article VI Federation Business Operations

1. Commencing with the fall semester, the President or designee shall grant a reduction of six (6) hours each semester from the teaching schedule of that person selected by the Federation, Local 1871, whose time shall be devoted to business dealing with matters related to the administration of this contract. An additional three (3) hours per semester of release time shall be granted to RCCFT for use of the Union Grievance Officer.
2. The Federation shall be permitted the use of faculty mailboxes for the distribution of Federation materials, and the use of one bulletin board in all college buildings.
3. The Federation shall be given the names and work locations, with extensions, of all new unit members within thirty days of hire.

Article VII Duration

1. This Agreement shall be in full force and effect from September 1, 2016 through August

31, 2022.

Article VIII Savings Clause

1. It is understood and agreed by the parties to this Agreement, that any provision inconsistent with or contrary to law or rules and regulations having the force and effect of law shall be considered as deleted from the Agreement without harm to the remaining provisions of the Agreement. If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
2. 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.

Article IX Rights and Responsibilities of the Parties

1. Rights and Responsibilities of SUNY Rockland Community College
 - a. Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected official, the Board of Trustees and Executive Officers of SUNY Rockland Community College or in any way to reduce or abridge such authority.
 - b. The rights and responsibilities of SUNY Rockland Community College include, but are not necessarily limited to, the following to the extent that the same are consistent with the terms of this Agreement:
 - (1) To determine the standards of service to be offered by its offices, agencies and departments;
 - (2) To direct employees of the College;
 - (3) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
 - (4) To relieve employees from duties because of lack of work, or for other legitimate reasons;
 - (5) To maintain the efficiency of operations entrusted to them;
 - (6) To determine the methods, means and personnel by which such operations are to be conducted;
 - (7) To take whatever actions may be necessary to carry out the mission of the College.
2. Rights and Responsibilities of the Employees and the Federation
 - a. Employees within the negotiating unit shall have the right to form, join and participate in or refrain from forming, joining or participating in any employee organization of their own choosing free from interference, coercion, restraint, discrimination or reprisal.
 - b. The Federation has the right to represent all employees in the negotiating unit on any

matter concerning the terms and other conditions of employment within the limits of this Agreement. 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 in accordance with applicable law, rules and/or regulations having the force and effect of law or pursuant to the established policy of the appointing authority.

- c. The Federation has the right either as a representative of any employee or as an observer to have at least one but no more than two individuals present at all grievance or appeal hearings involving an employee who is determined to be in the negotiating unit. However, an employee shall have an unqualified right to choose their own representative - either union or private - or to determine that they do not want representation in a grievance or appeal hearing.
- d. The Federation shall represent any employee within the negotiating unit concerning the terms of this Agreement whether or not such an employee is a member of the said Federation.

Article X Non-discrimination

- 1. SUNY Rockland Community College and the Union agree not to discriminate against any employee or applicant for employment, nor perpetuate the effects of past discrimination, if any, against any employee in any term, condition or privilege of employment, including but not limited to, payment of wages, hours of work, assignment of jobs, seniority, promotions and upgrades, training, layoffs, recall, discipline, and discharge because of race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other protected status.

Article XI Labor/Management Committee

- 1. 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 XII 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:

- 1. The Faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- 2. The Faculty member is entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce in their teaching controversial matter, which has no relation to their subject. Limitations of academic freedom because of religious or

other aims of the institution should be clearly stated in writing at the time of the appointment.

3. The college or university Faculty is a citizen, a member of a learned profession, and an officer of an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence, they 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 they are not speaking for the institution.

Article XIII Faculty Responsibilities

1. Teaching Faculty has the primary responsibility of teaching and assessing student learning. The full range of their teaching duties includes: preparation and delivery of lectures, labs, or other learning activities, lesson assignments, reading lists, study materials, tests, and examinations; providing students with adequate and timely feedback during a course; keeping and posting of regular office hours (or by appointment, as necessary); advising students; supervising applied learning activities or internships; reporting all student grades promptly; improving pedagogy and discipline-specific content through professional development; undertaking outcomes assessment at the course and program levels; and providing service to the College.
2. Librarians support student learning and faculty teaching and research through review and evaluation of library resources; collection building and management; patron assistance, education and instruction; promotion of information literacy; and management of all physical and electronic library resources. Librarians also provide service to the College.
3. The essential responsibility of counselors is to provide guidance of a mental health, financial and/or academic nature to students. Additionally, counselors offer health and wellness workshops, crisis intervention, life skills and career coaching, academic and behavioral interventions, and workshops/presentations on strategies for success. Counselors also support the College at large through service.
4. Service to the College includes, but is not limited to such activities as work on standing and *ad hoc* committees, curriculum and program creation, community/public service, research and discipline-specific service, professional outreach, participation on advisory boards, mentoring junior colleagues, and student recruitment.

The College and the Federation will continue to seek improvement in the professional development of the faculty through encouraging and supporting, insofar as possible, conferences, workshops, graduate study, experience, and other methods of professional development toward the improvement of teaching and new approaches to curriculum.

Article XIV Appointments

1. Temporary Appointments
 - a. The rank of Lecturer shall mean an appointed, non-tenure track member of the full-time faculty who shall serve for a term no longer than four (4) consecutive semesters. If the lecturer is subsequently hired as a full-time tenure track faculty member, one-

- half (1/2) of consecutive uninterrupted service shall be counted toward tenure.
- b. Temporary part-time appointments may be made without any restrictions at all times.
 - c. Faculty on a temporary appointment are evaluated on an annual basis by their supervisor consistent with RTP.
2. Term Appointments
- a. The decision of the Board to reappoint or not to reappoint persons with term appointments, when such reappointment would not confer tenure, shall be communicated in writing to the person affected not later than March 31 preceding the expiration of the first full year of service and not later than the last day of February of each succeeding year. In the event that persons covered by this provision are not advised of their renewal status on the dates indicated above, or are not provided with reasons as to why such notice is being delayed for a reasonable period, their services shall be presumed to have been retained. Nothing herein, however, is to be construed as precluding reasonable delays or even changes in such determinations due to budget uncertainties, unforeseen budget cancellations and impairment.
 - b. The decision of the Board to reappoint with tenure or not to reappoint for the sixth full year shall be communicated in writing to the person affected not later than March 31 preceding the expiration of the fifth full year of service. However, during the fifth consecutive term appointment failure to notify members of the faculty of non-renewal by the dates specified in this section shall not serve to automatically grant tenure to such members nor shall it automatically indicate non-appointment for tenure.
 - c. Grievances relating to notification under the terms of this Article shall address themselves only to the timeliness of notification and shall begin at the second stage of the Grievance Procedure as outlined in Article 28.
3. Continuing Appointments
- a. Once tenured, faculty are on continuing appointment as described in Article 3 Section 6.

Article XV Program and Workload

1. The Chief Academic Officer shall approve the programs and teaching assignments of the full-time faculty after consultation with the Division Chair/School Dean of the respective departments. Program and teaching assignments shall be governed by seniority within departments in areas of competence with the proviso that full-time faculty will have loads selected by June 30 for the Fall term and December 30 for the Spring term. After these dates no full-time faculty member may bump another full-time faculty member.
2. Commencing with the 1999-2000 academic year the weekly workload for full-time teaching faculty shall be up to fifteen (15) contact hours per week per semester to a maximum total of thirty (30) contact hours for the Fall and Spring semesters combined. At the request of a faculty member and with the recommendation of the department coordinator, the Chief Academic Officer may approve a Fall semester workload of up to 18 contact hours per week. This will result in a relative reduction of load to no less than 12 contact hours for the Spring semester. The Fall assignment will not prevent the college from assigning the required contact hours in the Spring to equal a total of 30 contact hours for the Fall and Spring semesters. Faculty may not carry over or bank overload hours for use beyond the succeeding semester.

- a. The number of preparations shall be kept to a minimum each semester and ordinarily preparations shall not exceed 3 per semester.
 - b. Present practices shall be continued in programs with clinical fieldwork except as specified hereinafter.
 - c. In Nursing, the weekly workload shall be up to fifteen (15) contact hours in any proportional combination of clinical and classroom hours. A nursing clinical hour shall equal one (1) classroom hour.
 - d. In Exercise and Human Performance the weekly workload shall be up to fifteen (15) classroom contact hours in the theory and/or lecture courses (as determined by the Division Chair/School Dean and Chief Academic Officer), twenty four (24) contact hours of instruction and supervision, or any proportional combination thereof. The maximum combination of hours in any "ten week module" shall be up to a maximum of twenty (20) contact hours. Schedules shall be arranged so that there is no more than seven (7) hours from the start of the first class to the end of the last class in a day. No one shall be required to teach more than four (4) hours without a lunch break of at least thirty (30) minutes.
 - e. Class hours shall be during the regular day division hours, except that Article 15 Section 6 shall be applicable if a faculty member's workload falls below an accumulated total of fourteen (14) contact hours in any semester. If the hours in any "ten week module" go above eighteen (18) contact hours, office hours as set forth in Article 24 Section 1 for the "ten week module" shall be waived.
 - f. The CAO or designee will endeavor to achieve a norm of 30 students per class at the end of the drop/add period or one (1) week after the commencement of classes.
 - g. The CAO or designee will endeavor to achieve a norm of twenty-eight (28) students per class in regular English Composition classes. In the English Department, composition courses shall count as 4.0 contact hours for the purpose of determining full-time teaching faculty workload.
3. Full-time faculty in Music and Science shall have first choice in teaching theory courses and shall teach laboratory and studio components only when needed to round out a full teaching load.
 4. Full-time faculty in Art shall have first choice in teaching theory courses and shall teach studio components only when needed to round out a full teaching load.
 5. Division Chairs/School Deans, with the approval of the Chief Academic Officer may permit faculty to teach up to nine (9) contact hours above their normal workload as overload per semester, provided course availability and seniority allow. This total of nine (9) contact hours of overload includes courses split between load and overload. [From MOU dated 4/21/17.]
 6. No full-time faculty member shall be required to teach in the evening as part of their full-time teaching load unless they agree at the time of hiring, or unless a full-time teaching load is not available during the day in their areas of competency.
 7. Full-time faculty will have first choice by seniority in the department on courses in the area of their competence offered in the Evening, weekend, and Summer sessions and first choice on overloads in the day session after full-time loads have been scheduled.
 8. A faculty member can teach up to a total of four online, hybrid and/or flex start courses, two online, hybrid and/or flex start courses as part of "load" and two online, hybrid and/or flex start courses as part of "overload" in both the Fall and Spring semesters. Courses in the second flex start "session" in both Fall and Spring semester can only be

used toward overload. [From MOU dated 5/1/18.]

9. So as to not inconvenience or disrupt the learning of students who are enrolled in online courses when their instructor goes on leave with a temporary disability, either for a complete or partial semester, a full-time, tenure-track faculty member shall be allowed to teach their online courses only, if those courses are part of their load as overload during the time they are on leave. This does not apply to their full-time load, nor does it apply to any other courses that are not online that may also be part of their overload at the time they go on leave. [From MOU dated 5/20/18.]
10. Faculty are not permitted release time, unless approved by the President as recommended by the Chief Academic Officer.
11. The extra-curricular activities of, but not limited to, (a) directing dramatics, (b) advising the school newspaper, and (c) coaching a debating team shall not be required of the faculty as part of their regular teaching load unless agreed upon at time of hire and shall be compensated for by agreed-upon release time.
12. The Division Chair/School Dean with the approval of the Chief Academic Officer may permit full-time faculty to teach learning contracts, either individual or group, of up to 12 students per semester at the individual student contract rate per student. When there are 13 or more students, the faculty member shall be credited with one section at the regular adjunct rate for the purposes of overload only.
13. The Method of payment for contract courses will be based on the number of students enrolled in these courses:
 - 1-4 Students: Instructor will be paid 25% of the total overload compensation for the course;
 - 5-8 Students: Instructor will be paid 50% of the total overload compensation for the course;
 - 9-12 Students: Instructor will be paid 75% of the total overload compensation for the course;
 - 12+ Students: Instructor will be paid 100% of the total overload compensation for the course. [Revised from MOU dated 12/22/05.]
14. A faculty member may teach up to nine (9) contact hours in any one summer session, for a total of no more than twelve (12) contact hours for overlapping summer sessions. [From MOU dated 4/1/18.]
15. Faculty on full release time will not be permitted to teach overload between the hours of 9:00 AM and 5:00 PM.
16. The Federation shall receive a print out of all full-time faculty loads by October 15 of the Fall semester and by April 15 of the Spring semester.
17. Non-Teaching Faculty shall work a maximum of 35 hours a week. The Chief Academic Officer or designee and the library staff shall work out an agreeable work schedule for Librarians. The Chief Student Affairs Officer or designee and the counseling staff shall work out an agreeable work schedule for Counselors. The scheduling shall be subject to the general direction of the President or President's designee.
18. The period of employment of Non-Teaching Faculty shall be 12 months commencing September 1st and ending August 31st, except as otherwise provided by the terms of their appointment. The calendar for Non-Teaching Faculty will mirror that of the Teaching Faculty with the following exceptions:
 - a. Winter-session (exclusive of New Year's Holiday, and Martin Luther King Day and any other additional days that classes are not in session);

- b. June through August. (From Appendix MOA dated 2003-4)
- 19. Non-Teaching faculty shall staff respective areas based on seniority on a rotational basis at minimum required levels when classes are not in session in December and during Spring Break. Non-teaching faculty will receive compensatory time for this staffing.
- 20. The period of employment for the full-time Teaching Faculty shall be for the academic year except as otherwise provided by the terms of their appointment. Teaching Faculty who work during July and August in connection with new student advisement or placement testing shall be paid at the rate of at least \$17.50 per hour. This clause in no way diminishes the impact of Article 24 Section 1.

Article XVI Tenure

- 1. Tenure is awarded to full-time Faculty upon the beginning of the sixth consecutive year of full-time service at Rockland Community College. All full-time Faculty presently on tenure track will not have their tenure date changed.
- 2. In computing consecutive years of service for the purpose of this Article, leaves of absences without pay, extended leaves pursuant to Article 21 Section 3 and periods of less than full-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
- 3. Granting such tenure shall be subject to the following:
 - a. Under exceptional circumstances the Board of Trustees may grant early tenure upon the recommendation of the President or designee, when such action would be clearly advantageous to the college. The President or designee shall review prior teaching experience, and/or other appropriate experience and the recommendations of the RTP Committees for the purpose of determining whether early granting of tenure would be beneficial to the College.

Article XVII Promotion and Rank

- 1. The matter of Retention, Tenure and Promotion is within the realm of concern of the Faculty Senate unless otherwise specifically stated in this contract.
- 2. Rockland Community College is mindful of the distribution of ranks as suggested by the Standards for Two-Year Community College under the Program of the State University of New York.
- 3. Rank as determined by the Board of Trustees shall accompany each person's contract letter.

Article XVIII Procedures for Performance Improvement

It is in the best interests of the Federation and the College to assist faculty in achieving excellence in the performance of their duties and responsibilities. The following section provides a process to support performance improvement that is intended to prevent recurrences of undesirable employee behavior and/or performance issues and to avoid sanctions that could culminate in dismissal.

- 1. There are four steps to the performance improvement process as follows. The employee has the right to representation at each stage of the process.

Corrective Action Plan (CAP)

Procedure:

Verbal Counseling. The appropriate supervisor, upon recognition of a performance concern, shall schedule a meeting to informally discuss the concerns with the unit member. The supervisor should clearly describe performance expectations and provide guidance with the goal of resolving the issue(s) of concern within 6 months.

Written Warning. Should the performance concerns continue to persist, such that the appropriate supervisor is compelled to meet with the unit member more than three times within an 18-month period, the appropriate supervisor shall issue a written warning/memorandum for the record.

Counseling Session and Corrective Action Plan (CAP). If the written warning does not correct the issue, the appropriate supervisor shall schedule a counseling session with the Human Resources Department, attended by the unit member and their union representative. The supervisor will create a CAP with input from Human Resources, the union and the unit member, detailing expected corrective actions along with a timeline for their satisfactory completion, not to exceed 6-9 months. All parties present shall sign the CAP. If the unit member wishes to comment, they shall have five (5) business days to attach a written response. A copy of the CAP shall be kept in the employee's personnel file and shall be provided to the unit member and the Federation, with the original retained by the supervisor.

Review and Letter of Reprimand. At the conclusion of the timeline to the CAP, the appropriate supervisor will convene a follow-up counseling session to discuss the outcomes of the CAP. If the appropriate supervisor does not believe that the outcomes of the CAP have been met and corrective action has not occurred, the appropriate supervisor shall issue a letter of reprimand to the unit member, addressing the concerns and lack of improvement. At this point the appropriate supervisor shall inform the unit member that they have a final time period not to exceed four (4) months, to remedy any outstanding items in the CAP. At the conclusion of the extension of the CAP, the appropriate supervisor will convene a final counseling session to discuss the outcomes of the CAP. If the appropriate supervisor believes that the outcomes of the CAP have not been met and corrective action has not occurred, the appropriate supervisor may recommend moving to termination for cause as outlined below.

Appeal Process. If the disposition is not to the satisfaction of the unit member, they can appeal to an arbitrator as set forth in the grievance procedure.

Article XIX Termination

1. Termination for Physical or Mental Incapacity - Members of the faculty may be retired and their services terminated by the Board of Trustees or the President or designee as their designee, after receipt of the recommendation of the President or designee and upon medical advice, for mental or physical incapacity, which prevents such person from adequately performing their duties.
2. Termination for Cause
 - a. Grounds - The services of members of the faculty other than those holding temporary appointments may be terminated at any time for cause, which shall consist of inadequate performance of duties or misconduct, after such notice and opportunity to

- be heard as are provided by this section.
- b. Notice - When the President or designee has information or received a complaint against a member of such faculty containing allegations which, if true, might serve as grounds for dismissal for cause, and the President or designee deems such information or complaint to merit investigation, the President or designee shall inform the employee with a detailed written statement describing the cause requiring investigation. They shall further be informed of their rights under this procedure by receiving a copy of these procedures and the Grievance procedure.
 - c. Investigation - The charge(s) against the employee shall be reviewed by the Union/Administration Disciplinary Committee consisting of three individuals-- one member selected by the Union, and two members selected by the Administration. The committee shall promptly investigate the matter by interviewing all concerned parties and conducting a hearing if necessary. After this investigation/hearing the committee shall make a recommendation to the President or designee for disposition of the issue. If the disposition is not to the satisfaction of the employee, they can appeal to an arbitrator as set forth in the grievance procedure of the collective bargaining agreement. An employee's election to pursue arbitration under this Article shall constitute an affirmative waiver of any and all rights to proceed under the New York State Education Law, New York State Civil Service Law, and/or any and all other Federal or State statutes governing the dismissal of employees.
 - d. Suspension - If the President or designee deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President or designee, with or without salary, pending final action upon such charges. If a person against whom charges have been served may be suspended without salary and subsequently is reinstated to their position and no disciplinary action against them is taken, they shall be paid the salary which they otherwise would have received during the period of such suspension.

The College will make a good faith effort to exercise the progressive nature of the Procedures for Performance Improvement before seeking termination for cause. However, the College reserves the right to proceed immediately to termination for cause depending on the nature and circumstances of the alleged offense.

- 3. Termination in Event of Program Retrenchment - The services of any member of the faculty may be terminated in the event of a program retrenchment. In such cases the employment of the least senior member in the department in areas of their competence, defined as initial instructional discipline(s), or in the area involved in areas of their competence shall be terminated. If the person whose position is terminated is tenured, they shall be placed upon a preferred eligibility list for two years in that position as established in that rank. If this person is rehired, their rank and salary shall be as if their service had been continuous. Seniority shall be determined by years in service. If years in service are equal, seniority shall be determined by rank.

Article XX Leave Without Pay

- 1. General - The Board of Trustees, upon the written recommendations of the President or designee, Division Chair/School Dean, Division RTP Committee and Chief Academic

Officer or Chief Student Affairs Officer, may grant a leave of absence without pay to an employee within the negotiating unit who has submitted a written request for such leave, not to exceed one year. Such leave must be for a specific period of time; however, the employee and the President or designee may mutually agree to terminate such leave prior to its expiration.

- a. The period of such leave shall not be included in any period required to establish eligibility for tenure or promotion.

2. Child Rearing Leave

- a. A unit member, holding other than a temporary appointment, upon written request shall be granted a leave of absence without pay for a period of time not to exceed the next two (2) consecutive semesters (excluding the summer session) following the birth or adoption of a dependent child. However, a unit member who has received notice of non-renewal shall not be entitled to such leave. The unit member shall notify the President or designee in writing of desire to return to work two (2) months prior to the anticipated return date. Such period of time may be modified as to duration with the consent of the President or designee.
- b. A physician's statement as to the fitness of the unit member for the performance of duties may be required at any time before leave commences, and may be required prior to the employee's return to duty.
- c. The period of such leave shall not be included in any period required to establish eligibility for tenure or promotion.
- d. Teaching Faculty who return after the start of a semester may be assigned an administrative assignment in lieu of classroom teaching.

Article XXI Leaves of Absence With Pay

1. Sabbatical Leave

- a. Policy - Sabbatical leaves for professional development may be made available to Faculty who meet the requirements set forth in this section. The objectives of such leave are to increase each such person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.
- b. Purpose - Sabbatical leaves may be granted according to the following criteria. To engage in research, concentrated study, projects or other activities, which result in:
 - (1) Enhanced ability of faculty to further the mission of the College.
 - (2) Project, research, or proposal, which furthers the mission of the College.
 - (3) Data, evaluation or summative activity, which analyzes College's success at achieving its mission.
 - (4) Other enhancement or product, which furthers the mission of the College.
- c. Eligibility - Members of the Faculty who have continuing appointments and completed at least six consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, leaves of absences, and periods of less than full time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service. Sabbatical leave shall not be cumulative except that by mutual agreement between a faculty member and the President or designee, an approved Sabbatical leave may be postponed for a period

not to exceed two years.

- d. Terms and Conditions - Upon approval of the Board of Trustees, sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one half year at rates not to exceed one-half salary, or for periods of one-half year at rates not to exceed full salary or such other equivalent terms as shall be approved by the President or designee. The Board shall determine the acceptability of proposals for funding half-year, full pay sabbaticals.
- e. Application - All applications will summarize the activity proposed and identify how the proposal enhances the professional development of the applicant and furthers the mission of the College. The faculty must clearly specify how the enhancement or promotion of the mission of the College will be measured or evaluated. The faculty must agree to produce a report, and/or give a presentation, which outlines the activities undertaken as part of the sabbatical. This report is due one month after the date of completion of the sabbatical to the Division Chair/School Dean and appropriate Vice President. All faculty, in applying, will certify that they will remain on campus a minimum of one calendar year subsequent to the granted sabbatical. If faculty do not fulfill this requirement, the College may ask for reimbursement of all salary paid during sabbatical. Faculty will indicate whether they are applying for a full year, half-pay, a half-year, half pay, or a full pay, half year sabbatical.

All applications must be submitted to the Division Chair/School Dean by February 1. The Division RTP Committee will then review applications and applications, and approved applications will be forwarded to the Faculty Senate. The Senate will review and rank all applications, with separate rankings within categories for full year, half-pay requests, half year, half-pay and half year, full-pay requests, and deliver them to the appropriate Vice President for review and, if necessary, discussion.

- f. Approval
 - (1) The President or designee shall recommend Sabbatical leaves, as she/he may consider in the best interests of the College from among those persons recommended by the Committee on Sabbatical Leaves of the Faculty Senate and the Vice President of Academic or Student Affairs. The Board of Trustees will review the ranked requests for sabbaticals, with the recommendation of the President, and awards will be made at the Board of Trustees' discretion. The award of sabbaticals is predicated on there being sufficient monies appropriated to provide for the payment of salaries to faculty members on sabbatical leave and their substitute if one is necessary.
 - (2) It is understood and agreed that nothing herein precludes cancellation of an approved sabbatical leave in the event of budget limitations or for any other unforeseen essential reason. There will be timely notification of such cancellation by August 1st.
 - (3) As a condition of approval, the President or designee may require that the faculty member concerned sign a contract stipulating that the faculty member will return to the teaching staff of Rockland Community College for a period of at least one year upon the termination of Sabbatical leave. If the faculty member fails to return to Rockland Community College and complete one full academic year of service, they must repay the full amount of salary received while on Sabbatical

leave.

- g. Faculty members, the President of the Federation and the President of the Faculty Senate shall be notified of those faculty members being granted sabbatical leave by the Board of Trustees by April 30.

2. Sick Leave

- a. All tenured faculty members within the negotiating unit described in Article 2 earn sick leave at a rate of eighteen (18) days per academic year to be credited on the last day of each month: provided, however, that such faculty members who are in their first year of employment shall receive a sick bank of fifteen (15) days effective at the commencement of their employment and shall accrue sick leave at the rate of one (1) day per month beginning in the second year of employment until tenured. This article shall not apply to faculty members holding temporary appointments.
- b. A faculty member shall not earn such leave credit during any month such faculty member was absent on leave for one half or more of the month.
- c. Sick leave shall be authorized in the event of illness or other physical disability of the faculty member up to the full extent of the accumulated sick leave credits. Included within the term disability is the childbearing stage of pregnancy. Unused sick leave credits may be accumulated up to a maximum of 200 days. Faculty members in the unit shall be notified of their sick leave status and unused accumulated days, if any, within 30 days after the beginning of the fall semester.
- d. The faculty member is responsible for notifying their Division Chair/School Dean or immediate supervisor each time sick leave is to be taken and the reason therefore. Advance notification shall be given whenever possible. Sick leave in excess of five (5) calendar days shall require written medical certification.
- e. During the absence of faculty members on sick leave, the Division Chair/School Dean or immediate supervisor shall make appropriate arrangements for carrying on the activities of their department with due regard for the reasonable work load of the other members of the department. Provided that no member of the department shall be required to substitute for more than one week per semester without pay. Such unit members on sick leave shall not be required or permitted to contribute towards the salary of substitutes during their absence.
- f. Five (5) days of unused sick leave in any academic year, for those faculty members of the unit employed on an academic year basis, or the fiscal year for all other faculty members in the unit may be authorized in the event of the following:
 - (1) Illness or disability of a member of the faculty member's immediate family (parent, sibling, spouse or dependent child domiciled in faculty member's home) which circumstances requires the faculty member's presence.
 - (2) Death of a parent, spouse, child, sibling, grandparent, father-in-law or mother-in-law.
- g. A physician's statement as to the fitness of the unit member for the performance of duties may be required at any time before leave commences, and may be required prior to the employee's return to duty. In all cases the college reserves the right to require a second opinion by a doctor of the college's choice.

3. Extended Sick Leave

- a. In unusual circumstances, substantiated by a written report by a Physician, the President or designee may recommend for approval by the Board of Trustees, extension of sick leave for an additional period time not to exceed 120 days after all

other earned leave credits have been exhausted.

- b. Sick Leave Bank: The College will establish an emergency sick leave bank with an initial contribution of 30 sick days. The full time faculty shall contribute up to 2 sick days per academic year until the sick bank reaches maximum size of 200 days and all employees in this unit shall replenish the emergency bank on a prorated basis when needed. This sick bank is for RCCFT 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 RCCFT members and 2 members of the College administration.
4. Leave for Court and Jury Attendance
- a. On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, a unit member shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this section shall not apply to any absence by a unit member occasioned by an appearance if they are a party to an action.
5. Vacation
- a. All Non-Teaching faculty members within the negotiating unit described in Article 2 shall be granted 23 workdays of vacation every 12 months after completing 11 months of continuous service.

Provided however, that if a Non-Teaching faculty member applies for and is granted a leave of absence without pay for a period not to exceed 30 calendar days within the fiscal year such leave shall not affect their eligibility for such vacation.

- b. Vacation leave shall not be cumulative and unless taken in each subsequent period of 12 months after the completion of 11 months of continuous service, vacation leave shall be canceled except that the same may be extended by mutual agreement between the Non-Teaching faculty members and the President or designee.
 - c. The time at which a Non-Teaching faculty member may draw vacation shall be subject to prior approval by the President or designee. The request of a Non-Teaching faculty member with respect to such time shall be honored by the President or their designee to the fullest extent possible consistent with the effective operation of the College. However, a Non-Teaching faculty member may, with the approval of the President or designee, utilize vacation leave in such lesser amounts and at such times as may be jointly agreed to by the faculty member, the President or designee.
 - d. A Non-Teaching faculty member unilaterally violating or breaking a contract shall not be entitled to vacation leave.
 - e. Teaching Faculty members holding temporary appointments are not eligible for vacation.
 - f. Whenever Non-teaching faculty receive compensatory time for staffing when classes are not in session (for example December and Spring Break), this time may be accumulated and may be used as additional vacation days.
6. Personal Leave
- Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the faculty member to absent themselves 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.
- a. Each employee within the negotiating unit described in Article 2 shall be granted one (1) day of personal leave each fiscal year provided they are employed prior to the last

- quarter of the fiscal year.
- b. In unusual circumstances a faculty member may be granted two (2) additional days of personal leave during the fiscal year provided that said faculty member is employed prior to the last quarter of the fiscal year. Such leave may be drawn upon three (3) days written notice whenever possible and at a time convenient to and approved in advance by the Division Chair/School Dean or immediate supervisor and the Chief Academic Office or the Chief Student Affairs Officer, as appropriate or designee. The Division Chair/School Dean or immediate supervisor shall make appropriate arrangements for carrying on the activities of their department with due regard for the reasonable workload of the other members of the department. Up to an additional 4 days of personal leave may be taken and charged to the employee's sick bank given reasonable notice to supervisor.
 - c. Personal leave is not cumulative and unused leave will be canceled at the end of the period in which it was granted.
7. Worker's Compensation
- a. The college is mindful of Worker's Compensation rules and will adhere to Worker's Compensation law.

Article XXII Miscellaneous Working Conditions

1. All materials placed in the personnel file of a unit member will be communicated to the individual unit member.
2. The individual unit member shall be permitted to file a written reply to any portions of any report to which the faculty member may take exception.
3. Unit members' personnel files shall be confidential, but any unit member shall have the right to review their own personnel file in the Human Resources office at any reasonable time and they may be accompanied by an advisor of their own choice, except that material from previous employers and former professors shall be privileged and not available to the individual unit member.

Article XXIII Academic Calendar

1. The Academic calendar shall be formulated by the President or designee after they have submitted a proposed calendar to the Faculty Senate for its consideration and recommendation, pursuant to the procedures established by the Faculty Senate.

Article XXIV General Provisions

1. The full-time teaching faculty shall have five (5) office hours each week as approved by the Chief Academic Officer. Attendance and active participation in all college and division related activities is a professional responsibility of all members of the faculty, i.e., committee activities, Startup, workshops, curriculum development, advisement, registration, graduation.
2. Faculty shall provide up to a half day each semester for ongoing advisement training—either in person or online—in order that faculty are fully cognizant of all aspects of advisement and the advisement model. Further, faculty shall be present for advisement for up to a total of 6 hours in November and/or December and up to a total of 6 hours in

April and/or May. This does not diminish faculty responsibility for office hours in any way.

3. No member of the faculty shall be required to serve on more than one faculty committee.
4. Teaching faculty are required to attend two full professional development days during the academic year, one during the week preceding the start of the spring semester, and one during the fall semester to be determined in consultation with the Federation prior to the end of the previous Spring semester.
5. Members of the full-time faculty will not be assigned any duties during any part of the inter-session period with the exception of the annual Faculty Development Day scheduled during the week preceding the start of the spring semester, unless notified by Rockland Community College prior to the last week of the fall semester or an emergency condition develops.
6. No new credit bearing courses taught by non-traditional methods (TV, Computer, or any other electronic or other media) will be offered without having solicited the recommendations of the curriculum committee in that subject area and/or the college-wide curriculum committee.
7. During their contract period, no person in the appropriate negotiating unit may undertake outside employment without the expressed consent of the Chief Academic Officer.
8. Maintenance of Tenure While in Administrative Position - Tenured faculty who accept College administrative positions may retain their tenure and faculty position.
9. Faculty members, spouses, stepchildren, and dependent children shall be permitted to take courses for credit at Rockland Community College free of charge except for registration fee.
10. Secondary Competency - Faculty shall be deemed qualified to teach in a discipline other than their primary area of expertise, if they obtain prior written approval from both the Chief Academic Officer and the Division Chair/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.

Faculty may only teach in their secondary discipline once all day courses in their primary discipline have been covered.

Faculty who have previously taught or are currently teaching in a secondary discipline at the time of ratification of this contract shall be deemed qualified to teach all courses previously taught and are thus exempted from meeting the above standards.

11. President's Award for Excellence - Utilizing the exact format as presented annually by the S.U.N.Y. "Chancellor's Award of Teaching Excellence" and for "Counselors and Librarians," an Award of \$500.00 will be awarded to those members of the Rockland Community College community who are approved and submitted to the Chancellor for approval.

The above awards are a one (1) time compensation and do not accrue on regular salary.

Not to be a duplication of S.U.N.Y. awards funds.

Article XXV Salary

1. Salary Increases: Faculty:

Year One (2016-2017):	0.0%
Year Two (2017-2018):	0.0%
Year Three (2018-2019):	0.0%
Year Four (2019-2020):	1.0%
Year Five (2020-2021):	1.5%
Year Six (2021-2022):	1.5%

- a. Non-teaching Faculty hired prior to September 1, 2019 will be provided with a base salary that is calculated by the step in Rank plus an 8% differential for a twelve-(12) month appointment. Non-teaching Faculty hired on or after September 1, 2019 will be paid a base salary calculated by the step in Rank plus an additional 8% daily differential for any days worked July through August.
- b. When a faculty member reaches the top step of their Rank, a longevity differential is applied annually, and not added to base salary, at the following levels:
 - (1) Assistant and Associate Professors - \$500.00
 - (2) Full Professors - \$1,000.00
- c. Promotion Increases – A faculty member who is promoted will receive the following adjustments to their compensation: they will move one step in their current rank and then move to the next highest salary in the higher rank, provided it is at least \$1,500 higher.

2. Salary Increases: Educational Support Staff

Year One (2016-2017):	0.0%
Year Two (2017-2018):	0.0%
Year Three (2018-2019):	0.0%
Year Four (2019-2020):	1.0%
Year Five (2020-2021):	1.5%
Year Six (2021-2022):	1.5%

The minimum pay rate for ESS employees will be \$28.77 per hour effective September 1, 2019.

***** Appendix A of this contract contains the faculty step schedule for the term of the agreement.**

3. Administration - The President or designee shall be responsible for the administration of the Salary Plan.
4. General - No faculty member shall be paid less than the starting salary nor more than the maximum salary for the academic rank to which they are assigned, except as otherwise provided in this agreement.
5. Rate of Pay - This section applies to those faculty members in the negotiating unit described in Article 2.
 - a. All rates of pay prescribed in the Salary Plan are for full-time employment.

- b. Faculty members working less than full-time shall be paid a proportional share of the annual salary for the academic rank to which assigned. This clause applies only to full-time faculty members in the negotiating unit covered by the terms of this contract described in Article 2.
- c. The President or designee after consultation with the Division Chair/School Dean shall determine what constitutes less than full-time employment with other department and faculty responsibilities.
- d. The President or designee of Rockland Community College shall have the right to make specific appointments at any interval above the starting salary not to exceed the normal maximum of the academic rank concerned.
- e. Faculty members who are assigned overload by the college administration to round out a full workload for the academic year shall be paid at the faculty overload rate for any extra hour(s) required to meet the specific course hour requirements, i.e., beyond the thirty (30) hour workload per academic year. The assignment of overload pursuant to this paragraph shall not diminish the impact of Article 15 Section 12.

OVERLOAD PAY: Full time faculty members with 5 or more years of full time service at Rockland community College shall be paid the highest adjunct rate for all load beyond their regular teaching load.

Article XXVI Retirement and Health Programs

- 1. Faculty members shall become a member of either the New York State Teachers' Retirement System, New York State Employees Retirement System, or the Teachers Insurance and Annuity Association--The College Retirement Equities Fund.
 - a. Membership in any plan shall be on a non-contributing basis. "Except as in accordance with Law."
- 2. Faculty shall be entitled to coverage under a College healthcare plan as per the following terms and conditions:
 - a. SUNY Rockland Community College agrees to pay 100% of the premium or cost for the individual employee and dependents, except as modified in Sections G, H, I and J of this Article, for coverage under a core plus medical and psychiatric enhancements mirroring those as described in the New York State Insurance Plan otherwise known as "Empire Plan."
 - b. At any time, upon ninety (90) days notice to the President of the RCCFT, SUNY Rockland Community College may elect to provide the same benefits with a new carrier provided by the core plan with medical and psychiatric enhancements through an insurance company licensed to do business in the State of New York, provided that:
 - (1) The benefits will be the same in all respects;
 - (2) Prescription drug coverage will be the same;
 - (3) Geographic areas of acceptability will be the same;
 - (4) The participating providers shall be provided whenever and wherever possible; it is recognized that SUNY Rockland Community College cannot guarantee that each and every participating physician will be identical. SUNY Rockland

Community College will use its best efforts to provide an equal number of

participating physicians in the same medical specialties.

In the event SUNY Rockland Community College elects to provide such plan through an insurance company, SUNY Rockland Community College (a) will continue to pay 100% of the premium for the individual employee and dependents and (b) such plan will not become effective until at least ninety (90) days after delivery of notice to the President of the RCCFT. Any dispute concerning (a) whether benefits are the same, (b) geographic areas of acceptability are the same or, (c) the number of specialty of participating physicians are sufficient shall be resolved by expedited, binding arbitration pursuant to the Labor Arbitration Rules of the Public Employment Relations Board (PERB).

- c. To the extent available, an HMO option will be offered to employees and dependents at a cost no greater than otherwise provided herein.
- d. Notwithstanding anything to the contrary, any issues arising from individual claims by participants are not to be resolved through arbitration. Such issues are to be resolved through the appeals mechanism provided within the Health Benefits Plan.
- e. Dental Plan: SUNY Rockland Community College agrees to provide a Dental Plan covering the individual employee only. **Unit members who wish to enhance their individual dental benefit to family can do so by contributing the difference in cost between individual and family plans via a payroll deduction.**

***** All members of the RCCFT shall receive a vision plan as outlined in Appendix B.**

- f. Contribution for New Hires: Effective January 1, 1994, new hires eligible for family plan benefits shall contribute on a flat fee basis the dollar equivalent of 12% of the State net COBRA rate that is in effect on January 1, 1994 for a period of five years from their eligibility for medical benefits. Effective January 1, 1994, new hires eligible for individual plan benefits shall contribute on a flat fee basis the dollar equivalent of 10% of the State net COBRA rate that is in effect on January 1, 1994 for a period of five years from their eligibility for medical benefits. Employees who have contributed toward their medical benefits for five years shall not be required to make any further contribution toward their medical benefits.
- g. Employees as of December 31, 1993: All full-time unit employees employed by the County and on payroll on December 31, 1993 shall not be required to contribute toward their medical benefits for the duration of their unit employment with the County.
- h. Contribution for New Hires: Effective January 1, 2014, new hires shall contribute fifteen percent (15%) of the premium in effect each year for the Health Insurance Plans (limited to Medical, Dental and Vision) in which they are enrolled for a period of five years from their eligibility for medical benefits.
- i. Lag for New Hires: Effective January 1, 1994 all new hires shall become eligible for medical benefits after completing three months of service.
- j. Contribution for New Hires: Effective October 16, 2019, new hires shall contribute fifteen percent (15%) of the premium in effect each year for the Health Insurance Plans (Medical, Dental and Vision) for the entirety of their employment with the

College and in retirement.

*** The College and RCCFT have agreed that any employee enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category in which the Employee was enrolled or eligible to enroll, as described in Appendix C.

3. SUNY Rockland Community College agrees to pay the full cost for the Teachers Insurance and Annuity Association Group Total Disability Plan--Basic Monthly Income Benefit. This benefit shall not duplicate benefits of those faculty members of the bargaining unit already covered by the New York State Retirement System. Effective 8/1/87 SUNY Rockland Community College agrees to pay the full cost for a three (3) percent "Cost of Living" rider to the total disability plan.
4. Upon retirement a Full-Time Faculty member shall receive a payment for unused sick days equal to twenty percent (20%) of their accumulated sick days. The maximum number of sick days that may be accumulated is 200 days as specified in this contract (Article 21 Section 2.c). The calculation of the daily rate will be based upon a ten-month/200 day working year and will be paid out within 6 months of the last day of employment.

*** Full-time faculty employed at the time of ratification of this contract may be eligible for a one-time retirement incentive, as described in Appendix D.

5. In order for the college to retain the skills of faculty honed over a career in the classroom, the college is establishing the title of Resident Professor to be awarded to retiring faculty who may wish to teach part-time at the college. A Resident Professor will be able to teach up to three (3) courses a term. The Division Chair/School Dean will assign courses as available providing that no full-time faculty member is displaced. Compensation will be at the contractually established adjunct contact hour rate plus an additional ten (10%) percent.

Article XXVII Educational Support Series Employees

1. Termination of Services
 - a. Termination for Cause: Educational Support Series employees
 - b. Just Cause - Any Educational Support Series employee covered under the bargaining agreement who has completed the probationary period of six (6) consecutive semesters 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, timely notice of the discipline, and a fair, impartial investigation.
 - c. Grounds - The services of an Educational Support Series employee may be terminated at any time for cause, which shall consist of inadequate performance of duties or misconduct, after such notice and opportunity to be heard is provided under the terms set forth by this section.
 - d. Notice - Any Educational Support Series employee who is disciplined or discharged shall upon demand, be provided with specific written charges against them. During

- this stage of the disciplinary process, as well as every other stage, the bargaining unit member is entitled to representation by a designated Federation officer.
- e. Request for Hearing - Final action shall not be taken on such charges until the expiration of 15 working days from the date of receipt of such notice upon the person charged, during which time the person served may make a written request to the supervisor for a hearing. If the person served makes such a request, that person shall be granted a hearing as hereinafter provided. If the person served does not request such a hearing, the division Vice President may direct such a hearing to be held. If a hearing is not requested or not directed to be held, then the division Vice President shall make a determination on the appropriate action, which is to be taken.
 - f. Procedure of the Hearing - The division Vice President shall schedule a hearing within seven (7) business days from the receipt of documentation or evidence from the supervisor and/or employee. The hearing may be adjourned from time to time by mutual agreement between the Educational Support Series employee and the division Vice President. In no event, except in the case of a documented emergency, shall the proceedings last longer than ten (10) business days.
 - g. Conduct of Hearing - The supervisor or the supervisor's designee and the Educational Support Series employee charged shall be entitled to be present at the hearing, to be represented by persons of their own choice, to present witnesses on their behalf, and to confront and question witnesses. A record shall be kept of all proceedings.
 - h. Review by the division Vice President - The Vice President will review the findings and recommendations and make the final determination on the appropriate action to be taken.
 - i. Failure to Attend a Hearing - If the person charged willfully fails to attend a hearing of the committee when required to appear the division Vice President may take such action, as they deems appropriate.
 - j. Suspension - If the division Vice President deems it to be in the best interest of the College, an Educational Support Series employee may be suspended, with or without salary, pending final action upon charges. If an Educational Support Series employee against whom charges have been served is suspended without salary and is subsequently reinstated to their position without disciplinary action, they shall be paid the salary, which they otherwise would have received during the period of such suspension.
 - k. The Right of Appeal Through the Grievance Procedure - The procedure described above should in no way be construed as a waiver of the rights of the accused to access the grievance process set forth under the terms of this collective bargaining agreement. Furthermore in all cases involving discipline and dismissal the Educational Support Series employee or the Federation may initiate Stage 3 of the grievance procedure within 30 days from the date of discipline or dismissal.
 - l. Termination for Program Retrenchment - The services of any Educational Support Series employee may be terminated in the event of program retrenchment. In such cases the employment of the least senior member of the department or division in areas of competence shall be terminated. Any Educational Support Series employee terminated for such reasons must be placed on a preferred eligibility list for two years. Seniority shall be determined by semesters of service.
 - m. Termination of Probationary Appointees - The termination of a probationary

appointment shall be within the discretion of the College and is neither grievable nor arbitrable, providing that there is no allegation that:

(1) applicable provisions (other than the discipline provision) of the Agreement have been violated

(2) any of the provisions of local, state, or federal labor law, code or statute have been violated.

2. Leave Without Pay - Educational Support Series employees in the unit shall be afforded maternity leave and pregnancy disability as required by law.

3. Leave of Absence With Pay

Educational Support Series employees who have worked at least six (6) months and who are in the bargaining unit (exclusive of overtime), shall begin accruing sick days at the rate of one day for each month of employment to be credited on the last day of each month to an accumulated total of sixty (60) working days. Sick leave may not be claimed for those months the employee does not normally work. During the first six (6) months of employment Educational Support Series employees shall be entitled to one (1) sick day. *For all ESS employees represented by this bargaining unit, vacation and sick leave accumulation shall be prorated for employees working between 21 and 35 hours per week. Sick leave accumulation for workers 35 hours and above who are "continuing employees" will be 18 sick days per academic year to a maximum of 100 days*

4. Vacation

Educational Support Series employees who work on a twelve-month authorization for 35 hours per week or more shall receive 5 days of paid vacation after the first year and taken in the second year, 10 days of paid vacation in their third year of similar employment and 15 days of paid vacation after their fifth year of similar employment and taken in the sixth year. This benefit will continue each year thereafter as long as the Educational Support Series employee meets the above employment requirements. This benefit shall accrue to ten-month employees authorized for 35 hours per week or more on a pro-rata basis.

5. Holidays

Full-time Educational Support Series employees shall be entitled to the following paid holidays: Thanksgiving, Lincoln's birthday, Washington's birthday, Labor Day, and eight additional agreed-upon holidays. Educational Support Series employees may exchange any holiday for another compensatory day upon approval of immediate supervisor.

6. Health Programs

Educational Support Series employees who are in the bargaining unit shall be covered by the same health insurance benefits as specified in Article 26 Section 2, except they shall be eligible for health insurance six (6) months after employment, if the terms of their employment meet all other eligibility requirements contained in the program. Ten-month employees shall have their medical benefits continued through the summer.

*** All members of the Federation working 21 hours or more shall receive a dental plan as outlined in Appendix B.

7. Special Provisions

Full time Educational Support Series employee shall be permitted to take courses for

credit at Rockland Community College free of charge except for required fees. Dependent children of full time Educational Support Series employees shall be permitted to take courses for credit at Rockland Community College at no cost except for required fees. The Educational Support Series employee requesting this benefit must have worked full time (35 hours per week) for Rockland Community College for a minimum of one year prior to the request.

Educational Support Series employees must maintain the above requirements of working status during all semesters the dependent children attend Rockland Community College.

8. Seniority

- a. Effective September 1, 1994, Educational Support Series employees who have been in the bargaining unit during the period covered by this agreement and who have six (6) semesters of Educational Support Series employee service at the College will be eligible for the seniority rights listed below.
- b. In a layoff situation, equally qualified Educational Support Series employees will be laid off beginning with the least senior Educational Support Series employee.
- c. Any Educational Support Series employee whose position has been abolished or discontinued shall be placed on a preferred list for appointment to any new position for which they may be qualified in accordance its seniority. The names of such persons shall remain on the preferred list for two (2) years. RCC agrees to make reasonable efforts to notify such persons by certified mail, at last known address, of available positions. After notification, such persons shall have ten (10) days in which to decline an offer of appointment. Educational Support Series employees who decline an offer of appointment will have waived their seniority preference during the semester in which the offer was made, but shall not otherwise lose their place on the preferred eligible list.

9. Evaluation

- a. Evaluation of Probationary Employees.
 - (1) Probationary employees shall be evaluated semiannually. The purpose of such evaluations is to maintain excellence and to make such employees aware of their employment status. It is not the intent of the College to use the evaluation process to harass any Educational Support Series employee. The first semiannual evaluation shall be given to the Educational Support Series employee during the 5th month of employment and the second semiannual evaluation during the 10th month of employment. Such evaluation reports shall be in writing, signed by the evaluator and the Educational Support Series employee (such signature not necessarily expressing agreement with such evaluation). The Educational Support Series employee may file a written reply to any part of such report and such response shall be attached to the evaluation at the time it is placed into the employee's personnel file.
 - (2) Within 14 days of receipt of each evaluation report a conference shall be held between the Educational Support Series employee and the evaluator to discuss the evaluation.
- b. Evaluation of Employees on Continuing Appointment.
 - (1) Employees with continuing appointments shall be evaluated annually prior to February 1 by their immediate supervisor on a form that is narrative in nature.
 - (2) 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.

- (3) 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 they 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.
- c. An employee may request an appraisal of their performance to be made in the event of and prior to the departure of their supervisor.

Article XXVIII Grievance Procedure

1. Procedures

- a. A grievance shall include the name and position of the grievant, the particular section(s) of the Agreement alleged to have been violated, and a statement of the nature of the grievance and the redress sought.
- b. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions and supporting reasons thereof.
- c. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the 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.
- d. The time limits specified herein may be extended only by mutual agreement.
- e. In unusual circumstances a grievance brought by the Federation may be submitted directly at Stage 3.
- f. The preparation and processing of grievances may be conducted during working hours and, if so, the grievant and employees who are involved shall be excused from duty without loss of pay or benefits.

2. Stages of Grievance Procedure

- a. Stage 1 – Supervisor: A grievance must be filed in writing in the Human Resources Office 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 Federation shall be made aware of its filing, and no settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.
- b. Stage 2 – Vice President: If the grievance is not resolved at Stage 1 the Federation may within ten (10) days file a written appeal with the appropriate Vice President. Copies of the written decision at Stage 1 shall be submitted with the appeal to the Human Resources Office. Within ten (10) days after the receipt of the appeal a date for a conference shall be set, such conference to commence within ten (10) days thereafter. The Vice President 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.

- c. 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 to the Human Resources Office and to the President's Office. Within ten (10) days after receipt of the appeal a hearing date shall be set, such hearing to commence within ten (10) days after receipt of the appeal by the College President. The College President or designee shall render their decision in writing within ten (10) days after the conclusion of the hearing. A copy of the Stage 3 decision shall be provided to the Federation.
- d. Stage 4 – Binding Arbitration
 - (1) If the grievance is not resolved at Stage 3, the Federation may make a demand for arbitration within ten (10) days of the decision at Stage 3. The parties will mutually select an agreed upon arbitrator.
 - (2) In the event that no arbitrator is mutually selected within ten (10) days, the matter will be submitted to the Public Employment Relations Board (PERB) for a selection of an arbitrator.
 - (3) The arbitrator's decision shall be in writing, setting forth their findings of fact, reasoning and conclusions and shall be final and binding upon all parties.
 - (4) The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Federation.
 - (5) The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement

APPENDIX A

Rockland Community College – Faculty Contract – Step Schedule September 1 2016 – August 31, 2022

INSTRUCTOR

<u>STEP</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
1	49767	49767	49767	50265	51019	51784
2	51215	51215	51215	51727	53190	53988
3	54576	54576	54576	55122	55362	56192
4	57938	57938	57938	58517	57533	58396
5	59620	59620	59620	60216	59704	60600
6	61300	61300	61300	61913	61876	62804
7	62982	62982	62982	63612	64047	65008
8	64747	64747	64747	65394	66219	67212
9	68025	68025	68025	68705	68390	69416
10	69706	69706	69706	70403	70562	71620
11	71388	71388	71388	72102	72733	73824
12	73067	73067	73067	73798	74905	76028

ASSISTANT PROFESSOR

<u>STEP</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
4	60512	60512	60512	61117	62034	62964
5	62202	62202	62202	62824	64487	65455
6	63892	63892	63892	64531	66941	67945
7	65581	65581	65581	66237	69395	70436
8	70648	70648	70648	71354	71848	72926
9	72338	72338	72338	73061	74302	75416
10	74011	74011	74011	74751	76756	77907
11	75701	75701	75701	76458	79209	80397
12	80767	80767	80767	81575	81663	82888
13	82456	82456	82456	83281	84116	85378
14	84145	84145	84145	84986	86570	87869
15	85834	85834	85834	86692	89024	90359
16	89233	89233	89233	90125	91477	92849

ASSOCIATE PROFESSOR

STEP	9/1/16	9/1/17	9/1/18	9/1/19	9/1/20	9/1/21
8	66518	66518	66518	67183	68191	69214
9	68189	68189	68189	68871	71220	72288
10	71567	71567	71567	72283	74249	75363
11	73257	73257	73257	73990	77278	78437
12	76636	76636	76636	77402	80307	81512
13	78325	78325	78325	79108	83336	84586
14	83392	83392	83392	84226	86365	87661
15	85082	85082	85082	85933	89394	90735
16	88462	88462	88462	89347	92423	93810
17	90152	90152	90152	91054	95452	96884
18	95219	95219	95219	96171	98482	99959
19	96909	96909	96909	97878	101511	103033
20	101975	101975	101975	102995	104540	106108

FULL PROFESSOR

STEP	9/1/16	9/1/17	9/1/18	9/1/19	9/1/20	9/1/21
10	83542	83542	83542	84377	85643	86928
11	85231	85231	85231	86083	88385	89711
12	86921	86921	86921	87790	91127	92494
13	88609	88609	88609	89495	93870	95278
14	93678	93678	93678	94615	96612	98061
15	95367	95367	95367	96321	99354	100844
16	97057	97057	97057	98028	102096	103628
17	98747	98747	98747	99734	104838	106411
18	103813	103813	103813	104851	107581	109194
19	105503	105503	105503	106558	110323	111978
20	107193	107193	107193	108265	113065	114761
21	112262	112262	112262	113385	115807	117544
22	115641	115641	115641	116797	118549	120328

DISTINGUISHED FACULTY

STEP	9/1/18	9/1/19	9/1/20	9/1/21
23	117785	118963	120747	122558
24		122288	124122	125984
25		125613	127497	129409
26		128938	130872	132835

APPENDIX B

Dental and Vision Plans

Dental Plan

The Employer agrees to provide individual and family dental benefits to eligible employees. The current individual and family dental plan for eligible employees is through Aetna Dental. At any time upon ninety (90) days' notice to the President of the RCCFT, the Employer may elect to provide the same dental benefits through a substantially equivalent provider.

Vision Plan

The Employer agrees to provide individual and family vision benefits to eligible employees. The Employer agrees to the current premium rates and plan stipulated in the contract between the County of Rockland and CSEA for the EBF Family Platinum 12 Vision Plan, including progressive lenses. At any time upon ninety (90) days' notice to the President of the RCCFT, the Employer may elect to provide the same vision benefits through a substantially equivalent provider.

Employees hired after 1/1/2014 contribute 15% of the premium in effect each year for the dental and vision plans in which they enroll for a period of 5 years.

Employees hired to bargaining unit positions on or after ratification of this Agreement (October 16, 2019) shall contribute 15 percent of the cost of the premiums for these benefits for the entirety of their employment with the College and in retirement.

APPENDIX C

Administrative Procedures of the Rockland County Insurance Department relative to the Buy-Out of Health Insurance Benefits

Rockland Community College and the Rockland Community College Federation of Teachers having recently agreed to a Memorandum of Agreement containing a buy-out provision relative to the payment by Rockland Community College to RCCFT employees of a cash incentive to forgo enrollment in the County Health Insurance programs, the Insurance Department, in accordance with the last paragraph of that MOA hereby promulgates the following administrative procedures relating to the eligibility for and the payment of said buy-out.

The College and RCCFT agree that any employee 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 Employee was enrolled or eligible to enroll. The Buyout shall conform to the following:

- (a) An eligible employee may, exercise the health insurance buyout by submitting an application to Human Resources and provide proof of eligibility for the appropriate plan category. The College shall prescribe the application.
- (b) 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 Human Resources Dept. during an annual open enrollment period designated by the College. The College shall prescribe the application.
- (c) Subject to (d) below, an "eligible" employee is defined as: (1) any full-time faculty member currently enrolled or eligible to be enrolled in a County Health Insurance Plan; or (2) any Educational Support Staff working full-time or greater than 21 hours a week and who are currently enrolled in a County Health Insurance Plan for at least twelve (12) months.
- (d) An otherwise eligible employee must provide to the Human Resources Dept. proof of alternative health insurance coverage in order to be eligible to participate in the buyout.
- (e) Eligible employees electing the buyout will not be eligible to re-enroll in County health insurance coverage until the end of the buyout period. 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 RCCFT Collective Bargaining Agreement.
- (f) 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.

- (g) 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.
- (h) 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.

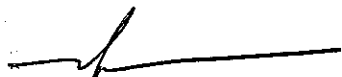
APPENDIX D

Retirement Incentive

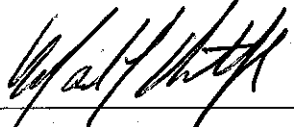
Effective September 1, 2019 the College will offer a retirement incentive for faculty who have attained 10 years of service at the College and are at least 55 years of age. This will consist of 30% of the annual base salary for eligible faculty members. The effective date of retirement shall be no later than January 15, 2020. Faculty who intend to retire pursuant to this Retirement Incentive program shall notify the College (their Dean or Division Chair and the Office of Human Resources) no later than November 1, 2019. The incentive will be paid out over two (2) calendar years.

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

FOR ROCKLAND COMMUNITY COLLEGE

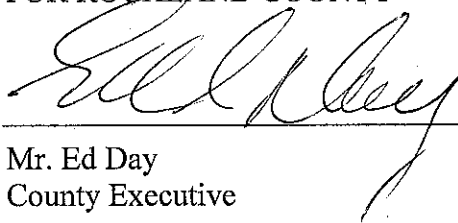


Dr. Michael A. Baston
President of the College



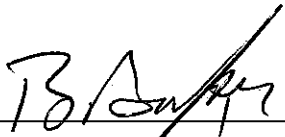
Mr. Martin Wortendyke
Chairperson of the Board of Trustees

FOR ROCKLAND COUNTY



Mr. Ed Day
County Executive

FOR ROCKLAND COMMUNITY COLLEGE
FEDERATION OF TEACHERS



Distinguished Professor Bill Baker
President of the Federation