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Collective Bargaining
Agreement

between

SUNY Rockland Community College

and the

**Rockland Community College
Federation of Administrators**

September 1, 2001 to August 31, 2005

SUNY **ROCKLAND**
Community College

Table of Contents

Page	Article
1	I. Recognition
1	II. Rights of the Federation
2	III. Rights of the employer
2	IV. Personnel Files
3	V. Budget of Program Curtailment
3	VI. Appointments
4	VII. Dismissal and Discipline
5	VIII. Evaluation
6	IX. Release Time for Union Officers
6	X. Grievance Procedure <ul style="list-style-type: none"> A. Definitions B. Procedures
7	C. Stages of Grievance
8	XI. Deductions: Dues, Agency Fee, Other
9	XII. Salary Plan
10	XIII. Paid Leave <ul style="list-style-type: none"> 1. Holidays
11	2. Vacation
	3. Personal Leave
12	4. Bereavement Leave
	5. Sick Leave
	6. Court & Jury Attendance
12	XIV. Unpaid Leave
13	XV. Insurance <ul style="list-style-type: none"> 1. Group Health Insurance
14	2. Dental Insurance
14	XVI. Retirement Benefits
14	XVII. Work Week, Work Day
14	XVIII. Resignation
14	XIX. Expenses
15	XX. Labor/Management Committee
15	XXI. Miscellaneous Provisions <ul style="list-style-type: none"> 1. Tuition Benefits 2. Printing of Agreement 3. Tuition Reimbursement 4. IRC section 125
15	XXII. Savings Clause
16	XXIII. Duration of Agreement
17-18	Appendix A.
19-21	Appendix B.
22	Appendix C.

RCCFA BARGAINING AGREEMENT
September 1, 2001 to August 31, 2005

Article I Recognition

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

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

3. The College shall notify the Federation President of a substantially altered administrative position at least 10 days before such position and/or the prospective incumbent is presented to the Rockland Community College Board of Trustees for approval. Such notification shall include a description of the alteration and impact on the employee holding the current position.

Article II Rights of the Federation

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

2. The Federation, upon prior request and approval, shall have the right to use College facilities, supplies and equipment at times when such equipment is not otherwise in use. The use of supplies shall be on a cost reimbursement basis.

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

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

5. The Federation has the right to represent all employees in the bargaining unit on any matter concerning their terms and conditions of employment. However, nothing in this Agreement shall be construed as to preclude any employee, regardless of employee organization membership, from bringing matters of personal concern directly to

the attention of the College, provided, however, that the Federation waives no rights it has under the Taylor Law.

Article III Rights of the Employer

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

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

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

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

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

Article IV Personnel Files

1. The College shall maintain one official personnel file on each employee, which shall be located in the Human Resources Office. No material, which shall be the basis for denial of promotion, or reappointment, discipline or discharge shall be used or deemed admissible, unless such material had been contained in such file at the time of its original possession by the College.

2. The personnel file shall be available for review by the employee or the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials made and furnished to the employee upon request shall be at the employee's expense.

3. A copy of any such material that is evaluative in nature or might be the basis for discipline or discharge or denial of promotion or reappointment shall be provided to the employee at the time it is placed in the personnel file. The employee must sign, acknowledging receipt of such material, and such receipt will be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign, it shall be so noted on the material, which shall be deemed to comply with the requirements of this section. The placement of

evaluative material in the employee's file, which does not result in discipline or discharge shall not be the subject of the grievance arbitration procedure.

4. Contractual grievance records shall not be contained in the personnel file. File material that is greater than three years old shall not be used in any discipline, discharge or non-renewal.

Article V Budget or Program Curtailment

1. When a bargaining unit employee is to be laid off the College shall provide 3 months' notice to such employee prior to the effective date or pay in lieu of any notice deficiency.

2. Unit employees who share a common job title shall be laid off by seniority. Employees who do not share a common job title, upon notification of layoff, shall be offered transfer to an available unit position for which they are qualified. Should more than one employee be qualified for the available position(s) such transfers shall be implemented on a seniority basis, provided that a laid-off junior employee is not significantly more qualified for the position, in which case the junior employee shall be first eligible for the available position(s). All laid-off employees, for a period of three years, shall be entitled to be recalled to a unit vacancy, provided such employees are qualified for such position(s). The College will offer such position(s) to the laid-off employee(s) in inverse order of layoff. If within three years the position from which an employee was laid off is re-established, the employee who was laid off from such position shall have rights to such position regardless of the seniority of other laid-off employees.

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

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

Article VI Appointments

1. An administrator shall serve a two-year probationary appointment in the position for which he/she is hired commencing from their first date of hire or in any successive position to which he/she is appointed. Once having completed the probationary period the administrator need only serve a one-year probationary period if he/she is subsequently appointed to a different unit position.

2. In the event a probationary appointment is to terminate, prior to or at the completion of such probationary appointment, the College shall provide written notice of termination as follows: one month for any employee who has served less than one year, two

months for any employee who has served more than one year. Should the College fail to give such notice the employee shall receive pay in lieu of any notice deficiency. Probationary employees shall not have access to the discipline provision of this Agreement.

3. If the College needs to temporarily appoint a bargaining unit member to a different unit position it may do so for a period not to exceed one year. During such time the administrator shall not serve a probationary period in such position. However, should the administrator serve in such position beyond one year he/she shall have to serve only two years of probationary service in such position.

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

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

Any temporary employee dismissed prior to the completion of the term of such appointment shall be given notice (or pay in lieu thereof) of such termination equivalent to $\frac{1}{4}$ of the period of the term appointment (e.g., 3 months for a year appointment).

5. All administrative appointments and terminations thereof are made by the Board of Trustees upon the recommendation of the President or President's designee.

6. When administrative vacancies occur and prior to an appointment by the Board of Trustees, all unit members shall be notified of such vacancies by internal distribution and prior to publication elsewhere. Such notification shall include a job description, Position Group, salary range, duties and responsibilities and a statement of required qualifications.

Article VII Dismissal and Discipline

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

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

3. The administrator or the Federation may initiate the grievance procedure to Stage 3 within 30 days from the date of discipline or dismissal.

4. The termination of a probationary appointment shall be within the discretion of the College and is neither grievable nor arbitrable, provided that there is no allegation that applicable provisions (other than the discipline provision) of the Agreement have been violated. No Probationary employee shall be subject to discipline without a meeting between the employee and the disciplining supervisor taking place prior to the imposition of any such discipline. Except in emergency situations, the employee shall be notified at least twenty-four (24) hours in advance of such a meeting. If, upon the conclusion of said meeting the employee is disciplined, the employee shall be entitled to appeal the decision through an interview with the College President or his designee, who shall not be the employee's supervisor.

Article VIII Evaluation

1. Probationary employees shall be evaluated annually in writing. Written probationary evaluations shall be signed by the employee and the evaluator and filed in the employee's official Human Resources personnel file. The probationary employee's signature does not necessarily express agreement with such evaluation, and solely signifies that employee's receipt and review of the evaluation. The purpose of the evaluation is to review performance and to make such employees aware of their employment status. The probationary employee may file a written response to the whole or any part of the evaluation. The response shall be attached to the evaluation on receipt by Human Resources. No evaluation shall be performed by a supervisor who has been exposed to the performance of the probationary employee for less than six months. In such an event the evaluation shall be deferred until at least six months of observation has occurred. In the event of an unsatisfactory evaluation the employee can request to be re-evaluated within the next six months following the unsatisfactory evaluation. Such a re-evaluation shall occur within three months of request.

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

3. Evaluation of Employees on Continuing Appointment.

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

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

- c. The employee shall sign and date each evaluation report and be permitted to file a written reply to any portion of such report to which he/she may take exception. Such signature shall not constitute agreement or disagreement with the contents. Such response shall be attached to the evaluation at the time it is placed in the employee's personnel file.
- d. An employee may request an appraisal of his/her performance to be made in the event of and prior to the departure of his/her supervisor.

Article IX Release Time for Union Officers

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

Article X Grievance Procedure

A. Definitions

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

B. Procedures

1. A grievance shall include the name and position of the grievant, the particular section(s) of the Agreement alleged to have been violated, and a statement of the nature of the grievance and the redress sought.
2. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions and supporting reasons thereof.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and/or the Federation within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within ten (10) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.
4. The time limits specified herein may be extended only by mutual agreement.

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

6. The preparation and processing of grievances may be conducted during working hours and, if so, the grievant and employees who are involved shall be excused from duty without loss of pay or benefits.

C. Stages of Grievance Procedure

1. Stage 1 – Supervisor: A grievance must be filed in writing within thirty (30) days of the event or knowledge of the event giving rise thereto and will be discussed with the appropriate supervisor with the objective of resolving the matter informally. If the matter is unresolved, a decision shall be in writing and rendered within then (10) days of presentation. If the grievance is filed by an individual, the Federation and the Human Resources office shall receive a copy of the grievance filing. No settlement of a grievance filed by an individual may be made if its terms are inconsistent with the terms of this Agreement.

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

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

4. Stage 4 – Binding Arbitration

a. If the grievance is not resolved at Stage 3, the Federation may make a demand for arbitration within twenty (20) days of the decision at Stage 3 to PERB.

b. The parties shall be bound by the rules of PERB.

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

- d. The costs for the service of the arbitrator, including expenses if any, will be borne equally by the College and the Federation.
- e. The arbitrator shall have no power to add to, subtract from, or modify the terms or provisions of this Agreement.

Article XI Deductions: Dues, Agency Fee, Other

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

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

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

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

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

Article XII Salary Plan

1. The College shall institute six Position Groups for administrative positions as per Appendices A and B.

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

3. Salary increases: The base salary of each bargaining unit employee shall be increased by the following percentage:

Effective 9/1/2001	3%
Effective 9/1/2002	3%
Effective 9/1/2003	3%
Effective 9/1/2004	3%

Unit members employed for any period from 9/1/2001 through 6/30/2005 shall receive retroactive payments for their period of employment.

4. Longevity: Unit employees as of September 1, 1997, shall receive a longevity bonus added to the base salary added to the 1997/98 base prior to the calculation of the annual increase as per the following formula.

- a. \$300.00 for each year (or part of year) for the first five years of service, and
- b. \$200.00 for each year (or part of year) for the next five years of service, and
- c. \$100.00 for each year (or part of year) of service thereafter.

5. The anniversary date for determining years of service is the date of hire in an administrative position at the College.

6. Minimum Salary: Effective September 1, 1998, unit members whose base salary after increase is not at the 1998/99 minimum for their Position Group will have their base salary adjusted to the minimum.

7. Service Increments: Effective September 1, 1999:

- a. Employees hired in unit positions prior to September 1, 1998 shall receive eight equal annual increments added to their base salary. The annual increment will be determined by difference between the employee's base salary on September 1, 1999 (after increase) and the maximum salary for 1999/2000 Position Group, divided by eight. The annual increment will be added to the base salary on September 1 of each year.

- b. Employees hired in unit positions after September 1, 1998 shall receive eight equal annual increments added to base salary beginning on their one-year anniversary date of employment in the unit position. The annual increment will be determined by difference between the employee's base salary on their one-year anniversary date and the maximum salary for the Position Group at the time divided by eight.
- c. Service increments shall be increased according to the schedule of annual salary increases.

8. Promotion: Upon promotion from one unit Position Group to another, the employee:

- a. Shall, at minimum, be granted a 6% increase to their base salary or the starting salary of the Position Group, whichever is greater.
- b. Shall have their annual increment recalculated and applied as per #7 (b).

9. Temporary Assignments. Unit members assigned to a temporary (also referred to as interim or acting) position (as defined Article VI.3) in a higher Position Group shall receive a stipend for the term of the temporary assignment.

- a. At a minimum, the stipend will be amount to a 6% increase over current base salary or the difference between the employee's current base salary and the starting salary of the new Position Group, whichever is greater.
- b. The stipend to base shall be calculated on an annual basis and prorated for the term of the temporary assignment.

Article XIII Paid Leave

1. Holidays

- a. All holidays enumerated herein shall be allowed as days off with pay: New Years Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.
- b. When any such holiday falls on a Saturday, the College may designate an alternate holiday unless the College designates the Friday preceding the holiday as the day of observance and employees are given time off on the Friday. When any such holiday falls on a Sunday, the College shall designate the Monday following the holiday as the day of observance and employees are given time off on the Monday.

- c. The College may designate an alternate holiday to any holiday which conflicts with the College calendar upon notice to employees on or before September 1st of the College year in which the holidays fall.
- d. In the event professional obligations require work on any of the aforementioned holidays, employees shall have one day added to their vacation accrual for each holiday worked.

2. Vacation

- a. Vacation shall accrue to a maximum total accrual of fifty (50) working days. First year employees shall accrue vacation at the rate of 1 day per month; second and third year employees at the rate of 1 ¼ per month. Thereafter, vacation days shall accrue at the rate of two (2) days per month. The time at which vacation may be drawn by a unit member shall be subject to prior approval by the supervisor. The request of a unit member with respect to such time shall be honored by the supervisor to the fullest extent possible consistent with the needs of the department and the relative seniority of unit members in the department.
- b. In the event of the separation of a unit member from College service, accumulated vacation credit shall be compensated for by cash payment to the employee or his/her beneficiary except that in the event of voluntary separation, notice of same must have been given to the college at least 20 work days in advance of separation of service or the employee shall suffer the loss of one day of accrued vacation payment for each day of the 20 day notice provision not given. (e.g. if an employee gives 12 days notice, 8 days of accrued vacation shall be deducted.).
- c. Grant personnel must use vacation in the year in which it accrues. Grant employees with more than three years service shall accrue all vacation days on September 1 of each year. If the grant employee leaves before the end of the term, there shall be a pro-rata deduction for vacation days used.

3. Personal Leave

- a. Personal leave is leave with pay for personal business, including religious observances, which for compelling reasons require the employee to be absent from work. Such leave will not be charged against other leave credits. Personal leave credits may not be used in place of or to extend vacation and any unused personal days will be converted to accumulated sick days at the end of the fiscal year.
- b. Unit members shall be granted four (4) days of personal leave per fiscal year. Probationary employees shall receive their personal days as follows: a grant

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

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

5. **Sick Leave**

a. Upon appointment to a position, an employee shall accrue two days per month. The unused portion of a unit member's sick leave allowance shall accumulate to a total of 200 days. Upon separation of service for any reason, the College will pay the employee one days pay for each four days of accrued and unused sick leave.

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

c. Employees may use up to 10 accrued sick leave days per year for family illness, but only after the employee has exhausted all accrued vacation and personal leave time

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

Article XIV Unpaid Leave

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

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

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

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

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

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

Article XV Insurance

1. Group Health Insurance

a. The Employer agrees to pay 100% of the cost for the individual unit members and dependents for coverage which parallels the coverage and benefits of the Rockland County Government Employees Health Benefit program, together with such benefits and changes in the County program as may occur, under a core plus medical and psychiatric enhancements as described in the New York State Insurance Plan. Individuals who first begin their employment with the College after November 1, 1995 shall contribute 10% of the State net COBRA rate of the health insurance premium for individual coverage and 12% for family coverage.

b. Employees who have contributed toward their medical benefits for five years shall not be required to make any further contributions toward their medical benefits.

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

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

2. Dental Insurance: The employer agrees to provide the existing or equivalent individual coverage.

Article XVI Retirement Benefits

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

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

Article XVII Work Week, Work Day

The normal work week for unit members shall be 40 hours including a one hour meal period from Monday through Friday, except for weekend academic program coverage and cultural affairs/arena management events. The parties recognize that the work week can vary from week to week; however, over the course of each work year (September 1 – August 31) adjustments in schedules shall be made so that on average the work week equals 40 hours including lunch.

Article XVIII Resignation

An employee intending on terminating employment shall submit such intention in writing to the College President with a copy to his/her immediate supervisor no less than 30 calendar days prior to the effective date of such resignation.

Article XIX Expenses

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

Article XX Labor/Management Committee

A Labor/Management Committee composed of three members appointed by the Federation President and three members appointed by the College President shall meet bi-monthly at the request of either party for the purpose of considering non-contractual matters of mutual concern.

Article XXI Miscellaneous Provisions

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

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

3. Tuition Reimbursement: The College shall provide up to \$1,000 per year tuition reimbursement for unit employees enrolled at an accredited college or university in pursuance of baccalaureate degree, master's degree, doctorate, or post-doctorate degree. Providing the employee seeks and receives prior administrative approval, any employee required to maintain continuing certification or similar accreditation shall be entitled to take all relevant Continuing Education courses at RCC without charge, assuming space is available.

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

Article XXII Savings Clause

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

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

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


Article XXIII Duration of Agreement

This Agreement shall be effective September 1, 2001 through August 31, 2005.

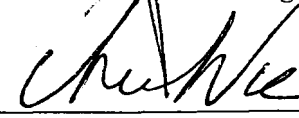
IN WITNESS THEREOF, the parties hereto have caused the Agreement to be signed by their duly authorized officers.

Affixed this _____ day of _____.

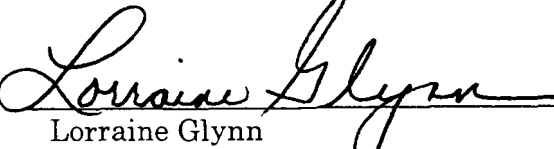
FOR ROCKLAND COMMUNITY COLLEGE

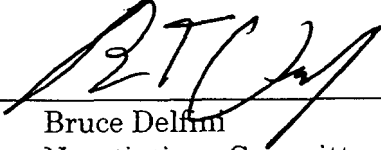
By:  _____
Dr. Thomas Woss
President of the College

William MURABITO
LEU

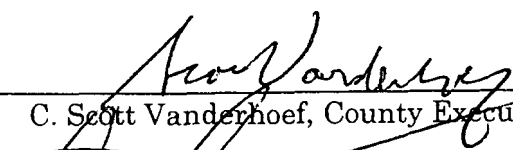
By:  _____
Charles Wasserman
Chairperson of the Board of Trustees

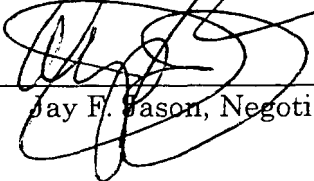
**FOR ROCKLAND COMMUNITY COLLEGE
FEDERATION OF ADMINISTRATORS**

By:  _____
Lorraine Glynn
President of the Federation

By:  _____
Bruce Delfino
Negotiations Committee Member

FOR ROCKLAND COUNTY

By:  _____
C. Scott Vanderhoef, County Executive

By:  _____
Jay F. Mason, Negotiator

Appendix A.
 Rockland Community College Administrative Position Group Placement

RCCFA Position Group	2001/05 Salary Range	Job Titles
Group 1	\$35,662-\$52,982	Computer Support Technician Graphic Designer I LAN/PC Technician Recruiter I
Group 2	\$39,941-\$59,363	Asst Admin Academic Computing Assistant to the Director of Admissions Assistant Director of Plant Facilities Coordinator of Assessment & Placement Coordinator of Science Learning Center Graphic Designer II Programmer/Analyst Recruiter II
Group 3	\$44,734-\$66,460	Assistant Institutional Research Assistant Director of Financial Aid Assistant Director of Network Operations Assistant Registrar Admin Corporate Workforce & Training Admin Job Training Programs Coordinator <ul style="list-style-type: none"> • College Video/TV Production • Evening, Weekend, Daybreak & Off-Site Studies • Internship Programs • Intl Student Services • Job Placement • Student Activities & Volunteer Services • Substance Abuse & Prevention Services • TV Studios/Media Resources LAN Administrator LAN Manager Senior Programmer Analyst Director of Liberty Partnership (grant) TRIO SSS Coordinator/Counselor
Group 4	\$50,102-\$74,436	Administrator of Sales & Marketing Assistant Directors <ul style="list-style-type: none"> • Admissions Admin • Administrative Services • <i>Network Ops Management</i> • Systems Admin & Programming Asst to VP of Academic Affairs Coordinator of Study Abroad Directors <ul style="list-style-type: none"> • Admission Services • Arena Management • Assessment & Placement • Development • Extension Centers • Safety • Student Involvement Technical Architect Theater Technical

Appendix B.
 Rockland Community College Administrative Position Group Analysis

Position Group	2001-2005 Salary Range	Job Titles	Education/Experience	Level of Responsibility/Complexity
Group 1	\$35,662-\$52,982	Computer Support Technician Graphic Designer I LAN/PC Technician Recruiter I	Minimum of associate's degree or equivalent experience	Receives Direct supervision. Little autonomy in decision-making. Minimal project initiation. Little or no managerial supervisory responsibility.
Group 2	\$39,941-\$59,363	Asst Admin Academic Computing Asst to the Director of Admissions Asst Director of Plant Facilities Coord Assessment & Placement Coord Science Learning Center Graphic Designer II Programmer/Analyst Recruiter II	Minimum of bachelor's degree or equivalent technical education required. 1-2 years job related experience or technical proficiency.	Receives minimal direct supervision. Some autonomy in decision-making. Proposes and/or implements projects. Little or no managerial/supervisory responsibility.
Group 3	\$44,734-\$66,460	Assistant Institutional Research Assistant Director of Financial Aid Assistant Director of Network Operations Assistant Registrar Admin Corporate Workforce & Training Admin Job Training Programs Coordinator <ul style="list-style-type: none"> • College Video/TV Production • Evening, Weekend, Daybreak & Off-Site Studies • Internship Programs • Intl Student Services • Job Placement • Student Activities & Volunteer Services • Substance Abuse & Prevention • TV Studios/Media Resources LAN Administrator LAN Manager Senior Programmer Analyst TRIO SSS Coordinator/Counselor	Minimum of bachelor's degree, master's preferred. High-level technical proficiency in lieu of degree. 2-4 years job related experience.	Receives minimal supervision. Mid-level decision-making responsibility. Proposes and implements projects. May exercise managerial/supervisory responsibility. Reports to Director or Dean.

Appendix B.
 Rockland Community College Administrative Position Group Analysis

Position Group	2001-2005 Salary Range	Job Titles	Education/Experience	Level of Responsibility/Complexity
Group 6	\$62,848-\$93,371	Dean <ul style="list-style-type: none"> • Academic Services • Students Director of Institutional Research Director of Computing & Technology	Minimum of master's degree, doctorate preferred, or relevant certification/professional credential. 5-7 years job related experience.	Managerial/supervisory responsibility of large and/or complex operation. High-level decision-making responsibility. Develops and implements projects. Budget responsibility, department level. Reports to Vice President.

Introduced by:

Referral No. 4037

February 4, 2003

- Hon. Kenneth P. Zebrowski, Sponsor
- Hon. Salvatore Corallo, Sponsor
- Hon. Ellen C. Jaffee, Sponsor
- Hon. VJ Pradhan, Sponsor
- Hon. Robert M. Berliner, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. William L. Darden, Sponsor
- Hon. Theodore R. Dusanenko, Co-Sponsor
- Hon. Douglas J. Jobson, Co-Sponsor

**RESOLUTION NO. 57 OF 2003
RATIFYING MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF ROCKLAND, ROCKLAND COMMUNITY COLLEGE AND ROCKLAND
COMMUNITY COLLEGE FEDERATION OF ADMINISTRATORS
(RCCFA)**

ZEBROWSKI/BIERKER: M.V.

WHEREAS, the County of Rockland, Rockland Community College and the Rockland Community College Federation of Administrators, hereinafter referred to as "RCCFA," have been negotiating the terms and conditions of employment for employees in the unit for the period from September 1, 2001 through August 31, 2005, and

WHEREAS, such negotiations have resulted in a Memorandum of Understanding, attached hereto and deemed an integral part hereof, subject to the ratification by the parties, and

WHEREAS, the Budget & Finance Committee of the Legislature has met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, that said Memorandum of Understanding attached hereto and deemed an integral part hereof, be and it is hereby ratified by the Legislature of Rockland County.

Vote:
Ayes: 15
U.A.Nay: 1 (Legislator Fornario)
Absent: 1 (Legislator Schoenberger)