

**Resolution 27 – 2016**

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Date: May 4, 2016  
To: Board of Trustees  
From: Dr. Cliff L. Wood  
Subject: Approval of Memorandum of Agreement between Rockland Community College (RCC) and RCC Federation of Administrators (RCCFA)

WHEREAS, The Rockland Community College Board of Trustees recognizes the contributions of the Rockland Community College Federation of Administrators; and

WHEREAS, The Board of Trustees, through the administration of the College, and with the review of the Rockland County Department of Personnel, has negotiated an acceptable Memorandum of Agreement with the RCC Federation of Administrators; therefore be it

RESOLVED, That the Rockland Community College Board of Trustees accepts and approves the attached Memorandum of Agreement establishing the terms of the collective bargaining agreement between Rockland Community College and the RCC Federation of Administrators for the period of September 1, 2013 through August 31, 2016.

## Memorandum of Agreement

### **By and Between The County of Rockland, Rockland Community College and Rockland Community College Federation of Administrators**

#### **Final Settlement of Terms for Successor Collective Bargaining Agreement**

**April 19, 2016**

Rockland County, Rockland Community College (“College”) and the Rockland Community College Federation of Administrators (“Federation”) (collectively “the parties”) hereby agree to the following terms in settlement of the collective bargaining negotiations with the RCCFA for the period of September 1, 2013 through August 31, 2016.

The parties agree to execute a three year agreement with no changes to the terms and conditions except for the following:

#### **Article I Recognition**

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

#### **Article IV Personnel Files**

An employee shall have an opportunity to review the employee’s personnel file maintained in Human Resources in the presence of the appointing authority or the appointing authority’s designee upon five (5) days’ notice and to place in such file a written response of reasonable length to anything contained there in which such employee deems to be adverse.

Notwithstanding any of the above, pre-employment material shall be privileged and not be made available to such employee.

1. Letters, memoranda and evaluations alleging incompetence or misconduct shall not be placed in an employee’s personnel file until the employee has been given a copy of such material. The employee must sign acknowledging receipt of such material and such receipt will also be placed in the file. It is understood and agreed that signature by the employee does not signify agreement with such material. Should the employee refuse to sign, it shall be so noted on the material which shall be deemed to comply with the requirements of the section.
2. Adverse material or information dealing with relatively minor acts of misconduct or incompetence (i.e. tardiness) shall be removed from the personnel file six (6) months

after the date of the occurrence, unless such misconduct or incompetence is repetitive and is not responsive to supervisory warnings.

3. Adverse material or information dealing with relatively serious at our incidence of misconduct or incompetence shall be removed from the personnel file three (3) years after the date of occurrence. For example: insubordination or dereliction of duty.
4. Except that the following shall not be removed from the personnel file:
  - Determination of guilt as a result of disciplinary proceedings
  - Performance or other evaluations

## **Article VI Appointments**

8. Grant-Funded Appointments. An employee hired specifically by the College to administer a grant, under the terms of a grant, who does RCCFA duties is considered a Grant-Funded Appointment and is an RCCFA unit member.

- a. Any and all full-time, administrative, grant-funded positions are predetermined to be RCCFA unit positions.
- b. RCCFA members who are employed by the College and whose functions become temporarily funded by a grant are not considered Grant-Funded Appointments.
- c. The President of the RCCFA must be notified of any positions newly created under the terms of a grant.
- d. The terms and conditions of employment stipulated by this collective bargaining agreement between the College and the RCCFA shall apply except as provided in the following paragraphs:
  - i. The College shall not be obligated to continue to employ Grant-Funded Appointments when the external grant-funding source is discontinued. The College shall notify the RCCFA and the Grant-Funded Appointment of the discontinuance of external funding as soon as possible after the grant funding source notifies the College that the funding source has been discontinued. The termination of a Grant-Funded Appointment shall be at the discretion of the College and is neither grievable nor arbitrable.
  - ii. Grant-Funded Appointments must use their vacation in the year in which it accrues. Grant-Funded Appointments with more than three years of service shall accrue all vacation days on September 1 of each year. If the Grant-Funded Appointment leaves or otherwise discontinues employment before the end of the fiscal year, there shall be a pro-rata deduction for vacation days used.
  - iii. Grant-Funded Appointments shall receive salary increases as specified in the terms of the grant.

## Article X Grievance Procedure

### C. Stages of Grievance Procedure

**Stage 3** - President: If the grievance is not resolved at Stage 2, the Federation may, within fourteen (14) calendar 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 fourteen (14) calendar days after receipt of the appeal a hearing date shall be set, such hearing to commence within fifteen (15) calendar days after the receipt of the appeal by the College President. The College President or designee shall render his/her decision within fourteen (14) calendar days after the conclusion of the hearing. A copy of the Stage 3 decision shall be provided the Federation. The designee should be a Vice President/Associate Vice President other than Vice President/Associate Vice President in Stage 2.

## Article XII Salary Plan

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

On September 1, 2013: 0%

On September 1, 2014: 0%

On September 1, 2015: 2%

Federation unit members will receive a \$1,000.00 cash payout at the execution of the contract.

4. Longevity has been added for employees who have completed (5) Five years and (15) years of service. The longevity schedule now reads as follows:

Five (5) Years - \$750

Ten (10) Years - \$1,000

Fifteen (15) Years - \$1,250

Twenty (20) Years - \$1,500

Twenty-Five (25) Years - \$2,000

Those employees who have reached completion of their 5<sup>th</sup> and 15<sup>th</sup> year in the last year of this agreement are eligible for the longevity step.

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

## **Article XIII Paid Leave**

### **Holidays**

- a. Floating Holidays: Unit members may be required to work up to four (4) Floating Holidays during the course of the year when classes are in session. If a unit member is required to work on any of the following days; Columbus Day, Veterans Day, Lincoln's Birthday or Presidents Day, such unit member will receive a Floating Holiday for each such day worked to be used during the course of the year for the Holiday worked.
- b. If the College is closed or there is a delay for faculty or students because of the weather, unit members don't have to report or use their time.

### **Vacation**

- a. Vacation days shall accrue to a maximum total accrual of Sixty (60) days.

### **Sick Leave**

- a. Sick Leave shall accrue to a maximum total accrual of Two Hundred and Twenty (220) days. Upon separation of service for any reason, the College will pay employees one day of pay for every four days of accrued and unused sick leave.

## **Article XV Insurance**

### **1. Group Health Insurance**

- e. Opt-Out Provision: Any unit member enrolled in a County Health Insurance Program shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which the unit member was enrolled or eligible to enroll provided that the unit member show proof that he/she have medical coverage elsewhere at the time he/she sign the agreement.
  - i. The health insurance buyout will be offered on an annual basis. The buyout period will be for one calendar year beginning January 1 and ending December 31. An eligible employee may exercise the buyout by submitting an application to Human Resources Dept, during an annual open enrollment period designated by the College. The College shall prescribe the application.
  - ii. An "eligible" employee is defined as any full-time unit member currently enrolled or eligible to be enrolled in a County Health Insurance Plan for at least twelve (12) months.
  - iii. Re-enrollment must be done in the annual open enrollment period. This paragraph shall not apply to any employee whose alternate health insurance is involuntarily cancelled during the buyout period. Such employees may make application for health insurance with the rules for

involuntary loss of coverage. Such an application will be approved in accordance with the provisions of the RCCFA Collective Bargaining Agreement.

- iv. Employees electing to re-enroll can do so at the rate of contribution determined by the date of hire. The time period during withdrawal from a County health insurance plan will not be credited towards the employee's total contractual obligation for payment of health insurance contributions.
  - v. Each employee who exercises the health insurance buyout shall be paid an amount equal to 25% of the County's net cost for the NYSHIP plan available pursuant to this Agreement, for the plan category in which the employee was eligible to enroll. 'Net cost' shall be defined as the County's actual cost less any contractually mandated employee contributions. However, any period of insurance ineligibility during the buyout period (for example, unpaid leave of absence or disciplinary suspension without pay) will reduce the buyout payment due from the College on a pro rata basis
  - vi. Payment shall be made in two equal installments during the week following the end of the second (2nd) and fourth (4th) calendar quarters within the buyout period, and will encompass the preceding 6 months of the buyout period during which health insurance was waived
  - f. As the cost of health insurance continues to rise, the County has the right to make Plan design changes as deemed necessary, as long as there is no diminishment of benefits.
  - g. The County will honor the buy-out agreement for the life of the contract.
5. Survivor Benefits: Rockland Community College is committed to the welfare of their employees and families. The College understands if a person suddenly passes away in mid-career, the loss of income may substantially impact on the employee's family. This benefit is not designed to replace the employee from having adequate life insurance to support his/her family, but is designed to address immediate expenses such as the cost of funeral, credit card debt or a dependent's tuition. If an employee passes away while they are actively employed at Rockland Community College with a minimum of one year of service his/her beneficiary will receive \$50,000.00.
6. All unit employees hired by the College or County after the legislative ratification of the Memorandum of Agreement shall contribute fifteen percent (15%) of the premium in effect each year for the Health Insurance Plans (including but not limited to Medical, Dental and Vision) in which they are enrolled."

**Article XXI Miscellaneous Provisions**

**Tuition Reimbursement:** The College shall provide up to \$5,000 per year tuition reimbursement for unit employees enrolled at an accredited college or university in pursuance of a baccalaureate degree, a master's degree or a doctorate, or taking certification courses relevant to their positions at the College. The total College funding, in, any one year, for this tuition reimbursement program will not exceed \$20,000. The employee is required to obtain administrative approval prior to enrolling in a program/course in order to be eligible for reimbursement. Any employee required to maintain current certification or similar accreditation shall be entitled to take all relevant Continuing Education courses at RCC without charge, assuming space is available.

- a. Those employees who have paid more than \$3,500 in tuition costs in the last year of this agreement are eligible for the increased reimbursement rate.

**Article XXII Professional Development Fund**

Professional Development Fund: Member may register for RCC Continuing Education courses with sufficient enrollment to run on a space available basis and will only pay any incremental cost such as textbooks, tests, supplies, certificates, travel, etc.

**SUNY Rockland Community College**

**Rockland Community College  
Federation of Administrators**

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Cliff L. Wood, President

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Brian McGuirk, President