

AGREEMENT, made this 11th day of June, 2018, by and between the NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS (hereinafter referred to as the "NCCFT") and the NASSAU COMMUNITY COLLEGE (hereinafter referred to as the "COLLEGE").

I. GENERAL

For good and valuable consideration, the parties have agreed to institute the following Early Retirement Incentive Program (hereinafter referred to as "ERIP") to become effective on the date of execution of this Agreement by both the NCCFT and the College. Any unit member who meets the conditions set forth in this Agreement shall be eligible to apply for and receive the ERIP award described below.

II. CONTINGENCIES

This Memorandum of Agreement ("this Agreement") is subject to approval by the Board of Trustees of the College at its regularly scheduled June Board meeting.

III. EARLY RETIREMENT INCENTIVE PROGRAM

The following ERIP shall become effective on the date of execution of this Agreement by both the NCCFT and the College, subject to the approval of the Board of Trustees for the period of June 1, 2018 to December 31, 2018.

- a. Any unit member who is age 55 or older as of the retirement dates described below and who will have completed ten (10) or more years of continuous full-time service as a member of the full-time faculty of Nassau Community College as of either September 1, 2018, or January 1, 2019 and who submits his/her resignation for purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or TIAA/CREF, or Optional Retirement Program, together with his/her irrevocable election of this early retirement incentive on or before July 15, 2018 for a retirement date of September 1, 2018, will receive:
 - i. Forty percent (40%) of his/her final year's salary at the time of retirement, paid in equal installments as stated in Section III(a)(iv) below, if the employee is age and service eligible for retirement by September 1, 2018 and if his/her irrevocable election of this early retirement incentive is received by July 15, 2018 for a retirement date of September 1, 2018, or
 - ii. If the employee is age and service eligible for retirement by September 1, 2018 but who elects to submit his/her irrevocable election of this early retirement incentive by October 31, 2018 for a retirement date of January 1, 2019, he/she will receive thirty percent (30%) of his/her final year's salary at the time of retirement, paid in equal installments as stated in Section III(a)(iv) below.
 - iii. If the employee becomes first eligible for the early retirement incentive between September 2, 2018 and December 31, 2018 by first becoming age 55 and having completed ten (10) or more years of service to the College, or who is over the age 55 but first achieves ten (10) or more years of service to the College between


and among said dates, and who submits his/her irrevocable election of this early retirement incentive which is received by October 31, 2018 for a retirement date of January 1, 2019, he/she will receive forty percent (40%) of his/her final year's salary at the time of retirement, paid in equal installments as stated in Section III(a)(iv) below.

- iv. The total balance of: (a) termination payout of accumulated vacation and sick pay (payable pursuant to Section 44 of the NCCFT contract); plus (b) any lag payroll payments (payable pursuant to Section 23 of the NCCFT contract); and (c) the 40% or 30% retirement incentive, whichever is applicable as described above, will be paid annually in equal installments on November 15th next following the submission of a September 1, 2018 retirement, together with all necessary and properly executed and notarized termination related payroll forms, or on March 15th next following a January 1st retirement. There shall be a total of five (5) equal annual installment payments following the unit member's retirement date. First of such installments will be processed on the later of: (a) either of the dates stated above, or (b) the date of receipt of all necessary and properly executed and notarized termination related payroll forms.
 - v. The first termination installment is subject to proper submission by retiree of all necessary and properly executed and notarized termination related payroll forms.
 - vi. The foregoing resignation dates shall not be required if a unit member retires as a result of a terminal or chronically disabling illness. In such event the unit member may receive the benefit upon resignation at any time between ratification of this Agreement and December 31, 2018 in the amount of forty percent (40%) of his/her final year's salary at the time of retirement, this benefit will be paid in equal installments as stated above in Section III(a)(iv).
- b. This ERIP is only applicable to the first fifty (50) unit members to submit his/her irrevocable election of this early retirement incentive beginning on May 21, 2018.
 - c. The seven (7) unit members who recently submitted a letter of retirement between January 23, 2018 and May 20, 2018, will be grandfathered in and will receive the benefits in Section III(a) above of this ERIP. However, the unit members grandfathered in will not be counted towards the fifty (50) unit member limit for this ERIP and will not be included in the replacement plan outlined in Section III(d) below.
 - d. The following is the replacement plan for the vacant lines created by the fifty (50) retirements as a result of this ERIP:
 - i. One (1) to twenty-three (23) retirements there will be no replacements.
 - ii. Twenty-four (24) to fifty (50) retirements there will be one (1) replacement for every two (2) retirements.
 - iii. If fifty (50) unit members retire two (2) additional replacements will be granted.
 - e. Upon the retirement of the twenty-fourth (24th) unit member, as a result of this ERIP, the current twenty-three (23) NCCFT temporary lines agreed to by the parties will remain temporary lines for the 2018-2019 academic year. Thereafter the twenty-three

(23) NCCFT temporary lines will be converted to permanent full-time lines effective September 1, 2019. The list of current NCCFT temporary lines agreed to by the parties is listed in Exhibit A to this Agreement. With regard to the twenty-three (23) NCCFT temporary lines for the fall semester of 2018, the parties agree to waive the notification dates listed in Section 50, Reappointment and Non-Reappointment, of the collective bargaining agreement between the NCCFT and the College. Notice of non-reappointment shall be given in writing by July 16, 2018.

- f. For the purposes of this ERIP only, this early retirement incentive's "final year's salary" will be defined as the base annual salary for the faculty member, excluding overtime, termination pay, and any other compensation additional to the base annual salary. In addition to the foregoing, participants in this ERIP shall be granted an individual agreement providing that during retirement they shall not be required in the future to contribute to the premium cost of health care under the then provided health care plan applicable to the retiree.
- g. This ERIP shall expire and be of no further force and effect on January 1, 2019, except for enforcement of the payments to be made hereunder. The NCCFT herewith expressly waives the applicability of Section 209-a (1) (e) of the Taylor Law to the entirety of the provisions of this early retirement incentive plan. The benefits described herein are not available to faculty members who elect an early retirement incentive under the terms of any other retirement system or TIAA/CREF or Optional Retirement Program.

NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS

By: 
Frank Frisenda
President, NCCFT

Dated: 6/11/18

NASSAU COMMUNITY COLLEGE

By: 
Dr. W. Hubert Keen
President

Dated: 6/11/18

EXHIBIT A

List of the NCCFT Temporary Lines

1.	Academic Advisement –	Admin Assistant I
2.	Accounting –	Instructor
3.	Art –	Tech Assistant I
4.	Criminal Justice –	Tech Assistant I
5.	Economics –	Instructor
6.	Economics –	Instructor
7.	History –	Instructor
8.	Hospitality –	Instructor
9.	HPER –	Instructor
10.	HPER –	Tech Assistant I
11.	Library –	Instructor (12 month)
12.	LINCC –	Lecturer
13.	Marketing –	Instructor
14.	Marketing –	Instructor
15.	Music –	Instructor
16.	Nursing –	Instructor
17.	Nursing –	Instructor
18.	Physical Sciences –	Instructor
19.	Psychology –	Instructor
20.	Psychology –	Instructor
21.	Sociology –	Instructor
22.	Theatre/Dance –	Instructor
23.	Theatre/Dance –	Instructor