

**AGREEMENT**, made this \_\_\_ day of November, 2023 by and between the negotiating representatives of LOCAL 3150, NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS, affiliated with NYSUT, AFT, AFL-CIO and NEA (hereinafter referred to as the "NCCFT") and the negotiating representatives of NASSAU COMMUNITY COLLEGE (hereinafter referred to as the "College").

1. **GENERAL:**

The parties herewith agree that the Collective Bargaining Agreement ("CBA" or "labor contract") for the period of September 1, 2017 to August 31, 2020, as extended by the Memorandum of Agreement ("Agreement") for the period of September 1, 2020 through August 31, 2022 shall be modified effective as of September 1, 2022 to the extent set forth herein. Except for changes expressly set forth herein and changes in the language of the parties' labor contract made necessary by the following agreement, the provisions of said labor contract shall remain unchanged. The text set forth in each Attachment to this Memorandum of Agreement is the precise contract language to be inserted into the parties' formal labor contract. It is understood that items of agreement not set forth in the Attachments will require the drafting of contract language for subsequent insertion into the parties' more formal agreement. It is understood that items of agreement set forth as precise contract language in the Attachments may require revision of existing labor contract language to accommodate the insertion of said text.

This Memorandum of Agreement shall be submitted to the COUNTY EXECUTIVE of the County of Nassau for execution as the negotiating representative of the County of Nassau. Said execution is required because the College and County of Nassau are "joint employers" under the Taylor Law of the State of New York.

2. **CONTINGENCIES:**

- A. This Memorandum of Agreement is subject to formal ratification by the Board of Trustees of the College and the membership of the NCCFT. Ratification by the College and the membership of the NCCFT shall occur within ninety (90) days of the date of execution of this Memorandum of Agreement by the negotiating representatives of the College, the negotiating representative of Nassau County, to wit: the County Executive, and the negotiating representatives of the NCCFT. If either the Board of Trustees of the College or the membership of the NCCFT fails to ratify or fails to act within the aforesaid period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
- B. It is expressly understood and agreed that subsequent to the foregoing ratifications, this Memorandum of Agreement is also subject to ratification by the County Legislature, which ratification will occur subsequent to execution of this Memorandum of Agreement by the College, the NCCFT and the County Executive, and subsequent to ratification of this Memorandum of Agreement by the Board of

Trustees of the College and the membership of the NCCFT. The parties acknowledge that ratification of this Memorandum of Agreement by the County Legislature is required because the College and County of Nassau are currently designated as “joint employers” by the Public Employment Relations Board (“PERB”) under the Taylor Law of the State of New York. Such County Legislature ratification shall occur within sixty (60) days of the date of ratification of this Memorandum of Agreement by the College Board of Trustees and the membership of the NCCFT, or upon a date subsequent thereto as agreed to by the College and the NCCFT. If the County Legislature fails to ratify this Memorandum of Agreement within the aforesaid sixty (60) day period, or on or before an agreed upon subsequent date, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity.

- C. The negotiating representatives of the College will urge the County Executive to execute this Memorandum of Agreement. The negotiating representatives of the College will urge the College Board of Trustees to ratify this Memorandum of Agreement. The County Executive and the College will urge the County Legislature to ratify this Memorandum of Agreement. The NCCFT will urge its membership to ratify this Memorandum of Agreement.
- D. Following successful completion of these various ratifications, the parties agree to subsequently incorporate this Memorandum of Agreement, the Memorandum of Agreement which expired on August 31, 2022, and the labor contract which expired on August 31, 2020 into a new integrated successor collective bargaining agreement for a term commencing on September 1, 2022 to and including August 31, 2025.

3. **TERMS:**

A. Duration:

The duration of this agreement shall be from September 1, 2022 up to and including August 31, 2025.

B. Wage Increase

Section 23 of the labor contract shall be modified as set forth in Attachment 1 hereto.

**As set forth in Section 23-2 of the parties’ expired labor contract, increments shall not be automatically paid after contract expiration.**

C. Health Insurance

- i. Section 36 of the labor contract shall be modified as set forth in Attachment 2 hereto.

ii. Health Insurance in Retirement

- I. Unit members, hired prior to May 1, 2014, who resign for the purposes of retirement on or before August 31, 2025 will not be required to contribute toward the cost of the health insurance premium in retirement, provided:
  - a. The unit member meets eligibility requirements of the NYSHIP.
  - b. For the 2023-2024 Academic Year: A unit member who intends to resign for the purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or SUNY Optional Retirement Program, as of August 31, 2024 must submit his/her irrevocable election of retirement to the College on or before March 1, 2024.
  - c. For the 2024-2025 Academic Year: A unit member who intends to resign for the purposes of retirement under the Teachers Retirement System of New York State, or the Employee Retirement System of New York State, or SUNY Optional Retirement Program, as of August 31, 2025 must submit his/her irrevocable election of retirement to the College on or before January 10, 2025.

iii. Premium contributions pursuant to Section 36-5

The parties have agreed that effective August 31, 2023 the health insurance premium contributions pursuant to Section 36-5 of the collective bargaining agreement shall cease and section 36-5 of the collective bargaining agreement will be extirpated from the successor collective bargaining agreement.

In the event that health insurance contributions, pursuant to Section 36-5 of the expired contract, are deducted on or after September 1, 2023, unit members will be reimbursed or credited for such deductions no later than 60 days after full and final ratification of this agreement, or upon a date subsequent thereto as agreed to by the parties, as follows:

- I. Unit members hired before May 1, 2014, who are enrolled in the Empire Plan will be entitled to the difference between the amount of the Section 36-5 deductions made on or after September 1, 2023, and 2.5% of the members' salary.

2. Unit members hired on or after May 1, 2014, who are enrolled in the Empire Plan will be entitled to the difference between the amount of the Section 36-5 deductions made on or after September 1, 2023, and 15% of the premium for the Empire Plan.
  3. Unit members hired on or after May 1, 2014, who are enrolled in the Blue Access Plan will be entitled to the full amount of the Section 36-5 deductions made on or after September 1, 2023.
- iv. No later than 60 days after full and final ratification of this agreement, the NCCFT will withdraw with prejudice, all pending litigation, grievances, and PERB matters regarding Section 36-5 health insurance deductions, including the Nassau Supreme Court action captioned Nassau Community College Federation of Teachers, Local 3150, NYSUT, AFL-CIO, et al., v. Nassau Community College, et al., (Index No. 606725/2023), and the PERB improper practice charge U-38867, provided all unit members have been reimbursed or credited for the health insurance deductions set forth in Section 3(C)(iii) above.
  - v. The parties have agreed that as soon as possible after the ratification of this MOA by the NCCFT the College will stop deducting health insurance contributions pursuant to Section 36-5 from unit members' paychecks notwithstanding the fact that the MOA has not been fully and finally ratified by the NCC Board of Trustees, the County Executive, and the County Legislature. The reimbursements or credits specified in Section 3(C)(iii) above will be adjusted to account for the actual date the Section 36-5 deductions ceased. In no event will Section 36-5 deductions be made on or after January 1, 2024.
  - vi. The parties have further agreed that as long as the MOA has been ratified by the NCCFT prior to December 11, 2023, members hired prior to May 1, 2014 will be entitled to enroll in an alternative health insurance plan as set forth in and subject to Section 36-3 of Attachment 2.

D. Academic Senate

Section 20 of the labor contract shall be modified as set forth in Attachment 3 hereto.

E. Department Chairpersons and Assistants to the Chairs

The parties agree to execute the Side Letter of Agreement regarding the Department Chairs and Assistants to the Chairs as set forth in Attachment 4 hereto.

F. Dual Enrollment Program

The parties agree to execute the Side Letter of Agreement regarding the College's Dual Enrollment Program, as set forth in Attachment 5 hereto.

G. Department Mergers

- i. The parties will execute the Side Letter of Agreement regarding Department Mergers as set forth in Attachment 6 hereto.
- ii. The parties will form a committee which will be tasked with reporting to the College President by June 30, 2024, with respect to issues relating to the composition of the P&B and P&T Committees following the merger of departments. (For example, how to ensure the representation of "disciplines" on the various committees after the Departments become larger).
- iii. Upon full and final ratification of this agreement, the NCCFT will withdraw, with prejudice, all pending grievances and arbitrations regarding department mergers, including AAA Case Number 01-22-0004-6005.

H. Personnel and Budget Committees

Section 62 of the labor contract shall be modified to insert a new subsection to state as follows:

*When requesting action of the P&B Committee, the College will establish a reasonable date for completion of the task which will be adhered to by the P&B Committee.*

I. Work Year

Section 4 of the labor contract shall be modified as set forth in Attachment 7 hereto.

J. Work Week

Section 5 of the labor contract shall be modified as set forth in Attachment 8 hereto.

K. Distance Education

Section 9 of the labor contract shall be modified as set forth in Attachment 9 hereto.


L. Sabbaticals

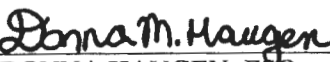
Section 28 of the labor contract shall be modified as set forth in Attachment 10 hereto.

- M. Section 2 of the parties' labor contract shall be deleted in its entirety.
- N. Sections 1-5, 1-6.1, 1-9, 19, 25, 43, 54, 57, 72, and 73 of the labor contract shall be modified as set forth in Attachment 11 hereto.
- O. The parties have incorporated Side Letter Agreement/Memorandum of Agreement numbered: 107 (Part-time work); 211 (Independent Study), 276 (Distance Education, Blended Learning), into the collective bargaining agreement for the period September 1, 2022 to August 31, 2025 and such agreements shall be extinguished and of no further force and effect.
- P. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as originals thereof.

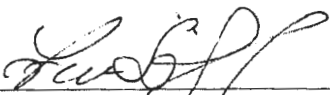
NASSAU COMMUNITY COLLEGE  
NEGOTIATING REPRESENTATIVES

dated:  11/3/2023  
DR. MARIA CONZATTI  
Acting College President/Chief Administrative Officer

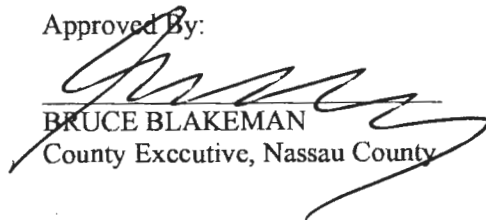
dated:  11/3/2023  
DR. JORGE L. GARDYN  
Chair, Board of Trustees

dated:  11/3/2023  
DONNA HAUGEN, ESQ.  
College General Council

LOCAL 3150, NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS, affiliated with NYSUT,  
AFT, AFL-CIO and NEA ("NCCFT")

dated:  11/02/2023  
DR. FAREN SIMINOFF  
President, NCCFT

Approved By:

  
BRUCE BLAKEMAN  
County Executive, Nassau County

11/23/24  
Date

ARTHUR T. WALSH  
Chief Deputy County Executive

# ATTACHMENT 1

**SECTION 23**  
**WAGE INCREASE**

23-1 Wage Increase - The following percentage increases to the existing salary schedule will take effect on the dates indicated below:

2022-2023

Effective September 1, 2022, the salary schedule in effect on August 31, 2022 shall be increased by 3.25%. Effective September 1, 2022, eligible unit members will be granted their applicable step increment.

2023-2024

Effective September 1, 2023, the salary schedule in effect on August 31, 2023 shall be increased by 2.75%. Effective September 1, 2023, eligible unit members will be granted their applicable step increment.

2024-2025

Effective September 1, 2024, the salary schedule in effect on August 31, 2024 shall be increased by 2.5%. Effective September 1, 2024, eligible unit members will be granted their applicable step increment.

23-2 Increments shall not be automatic after contract expiration.

23-3 A minimum yearly salary increase as the result of a promotion shall be \$160.00 on the base salary beyond what said faculty member would have received had he/she not been promoted.

23-4 **Lag payroll**

23-4.1 Lag payroll monies withheld in Spring 1992, or during the contract years 2014-2015 or 2015-2016 shall be paid to the affected employees on retirement or separation from the College, at the salary rate then in effect.

23-5 **Longevity** - September 1, 2008, unit members who on September 1 of each academic year have been employed by the College for twenty-five years or more and are not eligible for step increase will receive a longevity award of \$2,200.00. Such award shall be paid to eligible unit members during the fall semester of the academic year in which they are eligible. Said award shall be continued in each year of the contract on a non-cumulative basis.



# ATTACHMENT 2

**SECTION 36**  
**HEALTH INSURANCE**

36-1 **Health Insurance Coverage**

All Health Insurance Plans available to unit members under the terms of the September 1, 2017-August 31, 2020, CBA as extended by the September 1, 2020 – August 31, 2022 MOA shall continue to be made available to all unit members including but not limited to the Empire Plan, as provided for and to the extent made available by the New York State Health Insurance Program (“NYSHIP”), or an alternative health insurance plan (which shall include, but not be limited to, any offered plan of Blue Access, HIP, AETNA, Blue Cross HMO, and HIP/VYTRA Network). Unit members electing any of the foregoing plans shall make the contributions to health insurance costs listed in 36-2 below.

36-2 **Contributions to Health Insurance Costs**

Active unit members who elect the Empire Plan under this Agreement shall contribute to premiums as follows:

36-2.1 **Contribution for Unit Members Hired Prior to May 1, 2014:**

- a) Effective September 1, 2023, unit members hired prior to May 1, 2014 who are enrolled in the Empire Plan shall contribute 2.5% of the unit member’s base salary.
- b) Effective September 1, 2024, unit members hired prior to May 1, 2014 who are enrolled in the Empire Plan shall contribute 2.75% of the unit member’s base salary.

36-2.2 **Contribution for Unit Members Hired On or After May 1, 2014:** Unit members hired on or after May 1, 2014, who are enrolled in the Empire Plan, shall continue to contribute 15% of the cost of the health insurance premium.

36-3 **Alternative Health Insurance Plans**

- a) It is the intent of the parties that all unit members shall be offered a health insurance plan option that requires no premium contribution. The parties further acknowledge that such an option may provide benefits and benefit levels different than those currently available. To this end, the College through the County of Nassau shall endeavor to identify and make available for such unit members an alternative plan(s) whose premium cost is equal to or less than 85% of the cost of the Empire Plan as soon as practicable. The parties acknowledge that this may result in unit members being enrolled in a plan which requires a contribution for a period of time.
- b) If enrolled with an alternative healthcare plan, (which shall include, but not be limited to, any offered plan of Blue Access, HIP, AETNA, Blue Cross HMO, and HIP/VYTRA Network) the College shall pay, towards the cost of the premium in either the individual or family plan, all amounts up to the monetary equivalent of 85% of the cost of the Empire Plan (individual or family, as applicable). To the extent the annual premium cost is equal to or less than 85% of the cost of the Empire Plan, the College shall pay the full cost of the health insurance premium. To the extent the annual premium exceeds 85% of the cost of the Empire Plan, the unit member shall pay the difference. For example, if the premium for the Empire Plan was \$100 and the premium for the alternative plan increased to \$90, the member would pay \$5.00.

36-4 **Health Insurance in Retirement for Retirements After August 31, 2025**

Provided that the unit member meets eligibility requirements of the NYSHIP, the

County shall continue to cover the retiring unit member for life. The level of benefits and health care plan granted at the time of retirement may change and/or be modified in the future to the extent of changes and/or modification of the health care plan and/or benefit level that in the future is extended to active College employees.

- 36-4.1 **Unit Members Hired Prior to May 1, 2014:** Unit member's health insurance premium contribution in retirement shall be fixed at the rate paid in their last year of employment at the College, for the duration of the unit member's life. Unit members shall have the annual dollar amount of their contribution converted to a percentage of the premium cost for health insurance. For example, the percentage of the premium payable by the unit member shall be determined by dividing the monetary value of the percentage paid by an active employee by the total premium amount for unit member's family or individual coverage in effect on the day prior to the union member's retirement.
- 36-4.2 **Unit Members Hired On or After May 1, 2014:** Unit member's health insurance premium contribution in retirement shall be fixed at the rate paid in their last year of employment at the College, for the duration of the unit member's life.
- 36-5 The College shall establish and maintain a cafeteria plan whereby all unit members shall be entitled to pay their health plan premium deductions on a pre-tax basis.
- 36-6 In the event that during the term of this Agreement, any other County bargaining unit negotiates any improvement in the current health plan which shall be effective during the term of this contract, then this Agreement shall be reopened to negotiate with respect to such improvement in the health plan.
- 36-7 If a National Health Insurance Plan is enacted and mandated by the Federal Government to cover members of the negotiating unit or if said plan is optional and adopted by the Nassau County Legislature, then members of the negotiating unit shall receive said benefits; however, if said benefits are less than benefits previously received under this contract by members of the negotiating unit, the County shall furnish additional benefits comparable to those omitted in the Federal Plan that were previously enjoyed under contract.
- 36-8 In the event that any health plan offered under the New York State Civil Service Law is terminated, the parties will reopen negotiations with respect to the issue of any increased cost for comparable health insurance benefits.
- 36-9 The County shall have the right to change health insurance providers without further bargaining so long as benefits are not decreased.
- 36-10 Effective September 1, 2009, the Board of Trustees will elect Domestic Partner coverage under the New York State Employees Health Insurance Benefit Program. Domestic partner coverage will be offered to domestic partners in accordance with the applicable rules of the New York State Employees Health Insurance Benefit Program.
- 36-11 Effective September 1, 2009, unit members shall not be provided coverage under the County of Nassau health insurance plan if their spouse, or recognized domestic partner, (1) is employed by the College or the County of Nassau; and (2) has family coverage under the County of Nassau health insurance plan. The couple will decide who will decline coverage. If the circumstance is such that two unit members are married or engaged in a recognized domestic partnership and cannot agree upon who

will decline coverage, then the bargaining unit member who declines coverage shall be determined in accordance with applicable NYSHIP rule(s). In the circumstance of a marriage or recognized domestic partnership between a unit member and an employee of the County of Nassau, when the couple cannot agree the unit member shall decline coverage. The College shall provide any unit member who must decline coverage in accordance with this provision with a buyback in the amount of \$2,000.00. Further, if the unit member or his or her spouse or recognized domestic partner incurs any out of pocket costs in excess of the value of the buyback which the unit member or his or her spouse or recognized domestic partner would not have incurred had the unit member not declined coverage, the County of Nassau shall reimburse the unit member for such costs. Alternatively, the County of Nassau, after considering the recommendation of the College President or his/her designee, may elect to waive the applicability of this provision if it anticipates that reimbursement of out of pocket costs would be economically disadvantageous for the County.

The foregoing shall not apply to those unit members who are married to another unit member as of May 14, 2009 and who are enrolled along with their spouse in dual family coverage. One of the two family coverages will be converted to individual coverage. The couple will decide who will be reduced to individual coverage. If agreement cannot be reached then the reduction to individual coverage shall be determined in accordance with applicable NYSHIP rule(s). This exception shall be limited only to those unit members who are married to another unit member as of May 14, 2009 and who are enrolled along with their spouse in dual family coverage.

# ATTACHMENT 3

**SECTION 20**  
**ACADEMIC SENATE**

- 20-5.1 The College will fund up to fifty-four (54) contact hours (or equivalent for non-classroom faculty) for the Academic Senate up to a maximum of Two Hundred Thousand Dollars (\$200,000) per academic year. In each academic year, six (6) of the fifty-four (54) contact hours provided must be utilized by the Chair of the College Wide Curriculum Committee (CWCC).
- 20-5.2 If the cost of funding fifty-four (54) contact hours would exceed the \$200,000 maximum set forth above, the total amount of contact hours of release time will be adjusted so as not to exceed the \$200,000 monetary maximum.
- 20-5.3 In the event the Chair, First Vice Chair, Second Vice Chair, or Secretary of the Academic Senate Executive Committee is unable to receive release time representing a full course (or course component) release because doing so would exceed the \$200,000 monetary maximum, Executive Committee member(s) may be granted a monetary stipend, in lieu of release time, as recommended by the Academic Senate. However, in no event shall the College's total expenditure exceed \$200,000 in each academic year. The College will approve the recommendation of any such stipends provided the amount of the stipend and the circumstances in which the stipend is made comply with the terms of this provision.

# ATTACHMENT 4



One Education Drive  
Garden City, NY 11530-6793

[www.ncc.edu](http://www.ncc.edu)

**SIDE LETTER OF AGREEMENT BETWEEN NASSAU COMMUNITY COLLEGE  
("NCC") AND THE NASSAU COMMUNITY COLLEGE FEDERATION OF  
TEACHERS ("NCCFT") CONCERNING THE ESTABLISHMENT OF A NEW  
BARGAINING UNIT FOR DEPARTMENT CHAIRS AND ASSISTANTS TO THE  
CHAIRS**

**WHEREAS**, in the course of negotiating a successor contract, the parties agreed to create a new bargaining unit consisting of Department Chairpersons and Assistants to the Chairs; and

**WHEREAS**, the parties are desirous of setting forth the terms and conditions applicable to the establishment of the new bargaining unit.

**NOW, THEREFORE**, based upon the mutual promises and undertakings contained herein, it is hereby agreed as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a substantive part of the terms of this Side Letter Agreement.
2. The parties agree that the following provisions shall be binding on the parties hereto:
  - A. Effective upon full and final ratification of the NCCFT collective bargaining agreement by all necessary parties, the College will recognize NCCFT as the bargaining representative of all faculty serving as Department Chairs or Assistant to the Chair ("Assistant to the Chair" shall also include Chair Liaisons or Designees) for purposes of negotiating the terms and conditions of their employment in their capacity as Department Chairs or Assistant to the Chair. The Chair bargaining unit will be called the Nassau Community College Federation of Chairs ("NCCFC") Chapter of Local 3150.
  - B. The parties agree that negotiations between the College and the NCCFC will begin within ninety (90) days of full and final ratification of the NCCFT collective bargaining agreement.
  - C. All Department Chairs and Assistants to the Chair will retain their faculty status, including but not limited to tenure, rank, and all rights associated therewith as set forth in the Collective Bargaining Agreement between the NCCFT and the College, regardless of whether they are fully released from teaching responsibilities and/or any other faculty responsibilities during any period in which they are serving as Department Chairs or Assistant to the Chairs. During the period that a faculty member serves as a Department Chair or Assistant to the Chair, the faculty member will be entitled to all steps and increases to steps and all other benefits, including health insurance and pension benefits.



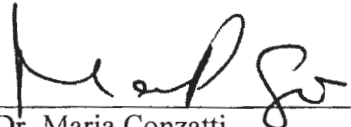
- D. If a person serving as Department Chair or Assistant to the Chair ceases in that role and returns to the faculty position held prior to becoming a Department Chair or Assistant to the Chair, s/he will be credited for seniority and steps as though their service in the NCCFT unit was uninterrupted.
  - E. Language will be added to the NCCFT and the NCCFC contracts to indicate that the decision whether an Assistant to the Chair will be designated and whether such individual must have academic credentials rests with the Dean.
  - F. The parties will amend the grievance procedure when it is negotiated in the NCCFC collective bargaining agreement to eliminate the role of the Department Chair as a step in their own grievance.
  - G. Except as set forth herein, until a collective bargaining agreement is negotiated with the NCCFC and the College, all wages and benefits, for Chairpersons and Assistants to the Chair remain as in the NCCFT contract.
  - H. Except as set forth herein, until a collective bargaining agreement is negotiated with the NCCFC and the College, Sections 21 and 22 of the NCCFT contract shall remain in full force and effect. Additionally, it shall be the duty and responsibility of Department Chairpersons and Assistants to the Chair to effectuate those terms assigned to the Chairs and Assistant to the Chairs of any collective bargaining agreement applicable to employees in their department. Sections 21 and 22 of the NCCFT contract shall be extirpated from the successor NCCFT collective bargaining agreement and added to the NCCFC collective bargaining agreement.
3. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and nothing shall be deemed to exist to vary the terms and conditions contained herein or those in the CBA. This Agreement may not be modified except through the mutual written consent of the parties.
  4. This Agreement shall survive execution of the parties' subsequent labor contract.
  5. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

  
\_\_\_\_\_  
Dr. Faren Siminoff  
NCCFT President

11/02/2023  
Date

NASSAU COMMUNITY COLLEGE

  
\_\_\_\_\_  
Dr. Maria Conzatti  
Acting College President/  
Chief Administrative Officer

11/3/2023  
Date

# ATTACHMENT 5



One Education Drive  
Garden City, NY 11530-6793

[www.ncc.edu](http://www.ncc.edu)

**SIDE LETTER OF AGREEMENT BETWEEN NASSAU COMMUNITY COLLEGE  
("NCC") AND THE NASSAU COMMUNITY COLLEGE FEDERATION OF  
TEACHERS ("NCCFT")**

**WHEREAS**, the College offers a Dual Enrollment Program; and

**WHEREAS**, the entitlement to perform work under this Program shall be governed by the terms of the College's collective bargaining agreements with the NCCFT effective September 1, 2017 to August 31, 2020, as supplemented by the MOA effective September 1, 2020 to August 21, 2022 and the AFA collective bargaining agreement effective October 1, 2018 to September 30, 2022, as supplemented by the MOA effective October 1, 2022 to September 30, 2023;

**WHEREAS**, the parties are desirous of setting forth certain terms and conditions applicable to duties performed by a unit member for the Dual Enrollment Program.

**NOW, THEREFORE**, based upon the mutual promises and undertakings contained herein, it is hereby agreed as follows:

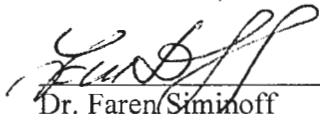
1. The above recitations of facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a substantive part of the terms of this Side Letter Agreement.
2. The parties agree that the following provisions shall be binding on the parties hereto:
  - A. Each dual enrollment course shall have a person responsible for the observation/mentoring duties set forth in paragraph B below (hereinafter referred to as the "Observer/Mentor"). If a unit member is designated as the Observer/Mentor the following terms and conditions shall apply to such assignment.
  - B. Each Observer/Mentor shall perform the following duties:
    - i. Conduct at least one (1) observation/visit of the high school teacher; and
    - ii. Complete the Dual Enrollment Observation Form, Mentor Journal, and End-of-Term Course Evaluation Form; and
    - iii. Review of the high school course materials, outlines, assignments, expectations of students, to be used in the class as well as student evaluations and student assignments to assure that work samples, assignments, tests, and other student work are as noted in the NCC course outline. Said form(s) and any other documentation/information required must be submitted to the Assistant Vice President of Academic Student Services, or alternatively the College's President's Designee with a copy to the

respective Dean and Department Chairperson. Nothing herein implies the Observer/Mentor will evaluate individually submitted student assignments and evaluations nor be required to do any grading; and

- iv. Mentor and provide feedback to the high school teacher (communicate with the high school teacher in person, by phone or email or any other College approved confidential digital or electronic means prior to the start of the course and periodically during the semester/school year) that may lead to positive modifications.
- C. Observer/Mentor work shall not conflict with the Observer's/Mentor's teaching schedule and/or regular duties and responsibilities associated with their appointed position.
  - D. Participation in the Dual Enrollment Program is voluntary.
  - E. FTEs for dual enrollment courses taught at high schools by high school teachers shall not count towards departmental stipends, Department Chairperson release time, Assistant Department Chairperson release time, Department Liaison release time, or any other contractual benefit and/or calculation including the use of FTE's.
  - F. For each high school teacher assigned to teach a dual enrollment course scheduled to run a full academic year, the Observer/Mentor shall receive \$60.00 per clock hour, not to exceed ten (10) hours, with the option of an extension, based on need and approval of the Assistant Vice President of Academic Student Services, or alternatively the College President's Designee. If one high school teacher is teaching multiple courses the Observer/Mentor shall be entitled to be paid at the rate of \$60 per clock hour for each distinct course taught by that teacher. No additional pay would be due if one teacher teaches multiple sections of the same course. Should a dual enrollment course run for less than a full academic year, the maximum hours referenced herein shall be prorated. In the event an Observer/Mentor is required to use their personal vehicle to travel they will be compensated for mileage costs at the rate per mile based upon the IRS deductible mileage allowance then in effect.
3. This Agreement will continue unless either party notifies the other party in writing that it wishes to cancel this Agreement provided that such notice is given by January 1 in order to cancel this Agreement effective as of the fall semester.
  4. The terms of this Agreement shall not constitute a binding practice or precedent, and the same shall not be used and/or cited by the parties, nor relied upon by any grievant or litigant, in any future grievances, arbitrations, administrative or judicial actions or proceedings, nor in collective bargaining negotiations except for the purposes of enforcing the specific terms of this Agreement.
  5. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and nothing shall be deemed to exist to vary the terms and conditions contained herein or those in the CBA. This Agreement may not be extended or modified except through the mutual written consent of the parties.
  6. This Agreement shall survive execution of the parties' subsequent labor contract.


7. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

  
\_\_\_\_\_  
Dr. Faren Siminoff  
NCCFT President

11/02/2023  
Date

NASSAU COMMUNITY COLLEGE

  
\_\_\_\_\_  
Dr. Maria Conzatti  
Acting College President/  
Chief Administrative Officer

11/3/2023  
Date

# ATTACHMENT 6



One Education Drive  
Garden City, NY 11530-6793

[www.ncc.edu](http://www.ncc.edu)

**SIDE LETTER OF AGREEMENT BETWEEN NASSAU COMMUNITY COLLEGE  
("NCC") AND THE NASSAU COMMUNITY COLLEGE FEDERATION OF  
TEACHERS ("NCCFT") CONCERNING DEPARTMENT MERGERS**

**WHEREAS**, NCC and the NCCFT are parties to a collective bargaining agreement ("CBA") for the period September 1, 2017 through August 31, 2020, as extended by a Memorandum of Agreement ("MOA") to August 31, 2022; and

**WHEREAS**, Section 55 of the parties collective bargaining agreement ("CBA") states that the College Administration has the right to "split, merge, or create departments consistent with general College policy;" and

**WHEREAS**, the NCCFT filed a grievance regarding department mergers at the College; and

**WHEREAS**, the parties desire to avoid unnecessary litigation expense and as a result have agreed to settle the dispute between them by entering into this Memorandum of Agreement.

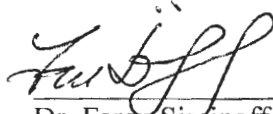
**NOW, THEREFORE**, based upon the mutual promises and undertakings contained herein, it is hereby agreed as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a substantive part of the terms of this Agreement.
2. The parties agree that the following provisions shall be binding on the parties hereto:
  - A. In the event the College Administration determines to merge departments, the following procedures will be followed:
    - i. The Vice President for Academic Affairs will send notification of the proposed merger to the Department Chairpersons and Personnel and Budget Committees of the departments that are to be merged.
    - ii. Within four (4) weeks of the date of notification of the proposed merger, the Vice President for Academic Affairs will meet with the Department Chairpersons of the affected departments to discuss the proposed merger.
    - iii. Within four (4) weeks of the date of notification, following consultation with the Department's Personnel and Budget Committee, the Department Chair's may provide the Vice President for Academic Affairs with any recommendations the Department may have regarding the proposed merger.

- iv. Department Chair Elections: Unit members of the departments being merged will participate in one election to vote for a Department Chairperson in the April election prior to the implementation of the merger. The elected Department Chairperson will assume his/her duties on August 1.
  - v. Department Committee Elections: In the event a committee seat is expiring in the same calendar year of a planned merger, unit members of the department being merged will be eligible to run for an open seat and to vote in the April election prior to the implementation of the merger.
3. The parties agree that this Agreement shall memorialize the procedures governing department mergers and shall supersede any side letter, memorandum of agreement, and/or Academic Senate recommendation or resolution pertaining to department mergers (including, but not limited to, the September 24, 1976 and March 7, 1985 Academic Senate resolutions).
  4. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and nothing shall be deemed to exist to vary the terms and conditions contained herein or those in the CBA. This Agreement may not be modified except through the mutual written consent of the parties.
  5. This Agreement shall survive execution of the parties' subsequent labor contract.
  6. This Side Letter Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

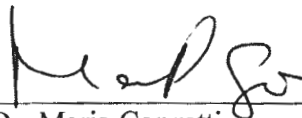
NASSAU COMMUNITY COLLEGE  
FEDERATION OF TEACHERS

NASSAU COMMUNITY COLLEGE



Dr. Faren Siminoff  
NCCFT President

11/02/2023  
Date



Dr. Maria Conzatti  
Acting College President/  
Chief Administrative Officer

11/3/2023  
Date



# ATTACHMENT 7

## SECTION 4 WORK YEAR

### 4-1 **Classroom Faculty**

4-1.1 Classroom faculty appointments are normally for one (1) academic year, not exceeding two (2) regular semesters. In no case, however, is the actual year to exceed ten (10) months.

4-1.2 Each classroom faculty member, except new appointments, shall normally know his/her class schedule one month prior to the first day of classes of the new semester, but in no event less than two weeks before the first day of classes, except for class assignment changes approved by the Departmental Personnel & Budget Committee.

4-1.3 Classroom faculty members are not normally required to be on campus prior to September 1.

### 4-1.4 **General Academic Advisement**

a) **Fall and Spring:** The duties and responsibilities of all classroom faculty members shall include student academic advisement for registration during each Fall and Spring semester. These academic advisement responsibilities shall be fulfilled within the faculty member's own department.

b) **Academic Advisement in Degree/Certificate Programs:** In addition to the academic advisement responsibilities performed in the Fall and Spring semesters, as set forth in Section 4-1.4(a) above, classroom faculty members in departments offering discrete programs of study (i.e., programs leading to a degree or certificate) may be assigned to provide advisement during two (2) four-hour time blocks during either the August or January advisement process at their Department's discretion. The Chair of each such department will assign faculty who have taught and/or have relevant experience in the degree/certificate program to these duties. The Director of Academic Advisement shall request the assignments from the Chair of each department and this information will be made available to students in advance of each advisement process.

c) Classroom faculty members in departments offering discrete programs of study who are not assigned to academic advisement with the department during the August and January advisement process and classroom faculty members in departments not offering discrete programs of study shall be required to post and hold additional office hours as set forth in Section 5-1.6 of this Agreement.

d) **Voluntary Academic Advisement:** Any classroom faculty member may apply to perform voluntary academic advisement in the Office of Academic Advisement for six hours per week for one (1) year (Fall and Spring). Interested faculty members shall submit an application to the Vice President of Academic Advisement, or his/her designee, on or before March 1<sup>st</sup> and shall be notified on or before March 7<sup>th</sup> if they have been selected to participate. Selected faculty shall receive three (3) contact hours of reassigned time per semester and must adhere to the reassigned time application deadlines determined by the Office of Academic Affairs. Voluntary academic advisement shall be in addition to the duties and responsibilities set forth in Section 4-1.4(a) and (b), above. This selection process shall be non-grievable.

4-1.5 **Scheduling of Classes** - Using established scheduling procedures, the College may start any class at any time during a semester, but all classes shall conclude at the end of the semester in which they start.

4-2 **Non-classroom and Professional Faculty**

4-2.1 The work year for non-classroom and professional faculty shall be from September 1 to the following August 31.

4-2.2 Non-classroom and professional faculty may be granted a leave of absence without pay between the dates June 1 and the next occurring Labor Day in any year, upon application to the appropriate supervising administrator, with the approval of the President. During such periods of leave, said employees shall receive no pay from the County of Nassau or the College, but the County shall continue to pay health and dental insurance benefits for each such employee during such periods of leave. This leave shall not be considered as an interruption of otherwise consecutive service.

4-2.3 Non-classroom and professional faculty are permitted twice per year to attend a 1.5 hour NCCFT Collegiate meeting.

4-3 **All Faculty**

4-3.1 **Meetings** - Academic responsibilities of the faculty to the College and the department shall include attendance at necessary and regularly scheduled College and departmental meetings during the semester.

4-3.2 **Attendance at Commencement** - Attendance at commencement exercises and other College sponsored functions is mandatory for all faculty of each department once every two (2) years, with a schedule that is established by each Department Chairperson and/or immediate supervisor. Faculty attending functions at Nassau Community College for which academic attire is required shall have the cost of said academic attire furnished by the College as stipulated in the contract.

4-3.3 **Reduced Work Load** - With the approval of the P&B Committee and the College Administration, faculty with five years of continuous service at the College may elect from 50% to 60% workload with proportionate reduction in pay, for one year at a time. This election may be for a Fall/Spring sequence and/or a Spring/Fall sequence. This election may not be made for two consecutive years. Additionally, a faculty member may elect (with the approval of the P&B Committee and the College Administration) the half workload option for one (1) semester. This reduction in workload will not affect any benefits the faculty member is entitled to as a full-time employee.

# ATTACHMENT 8

## SECTION 5 WORK WEEK

### 5-1 **Classroom Faculty**

5-1.1 **Regular Contact Hours** - Each classroom faculty member shall be assigned a teaching schedule each regular semester made up of 15 or 16 contact hours each week, with the exception of faculty in the Music Department assigned to individual (one to one) instrumental instruction. For that purpose, 75 minutes of instruction shall be counted as a 50-minute contact hour. No classroom faculty member, however, will be required to teach more than an average of 15 contact hours per week during any one school year.

5-1.2 **12 Hour Work Load** - Provided that notice in writing is given to the appropriate department Chairperson or, in the event there is no Chairperson and there is no acting Chairperson, then to the Academic Vice President, at least two months prior to the commencement of the school semester, up to 45 members of the classroom faculty may elect to teach only 12 contact hours that semester. The salary of each member of the classroom faculty electing to teach only 12 contact hours shall be reduced by a sum equal to seven and one-half percent (7.5%) of their annual salary then in effect for each semester in which such an election is made. If more than 45 members of the classroom faculty elect in writing to teach only 12 contact hours, then, and in that event only, an order of priority will be developed by the Union and the College Administration under which only 45 members of the classroom faculty in any one semester will be allowed to work a 12 contact hour schedule. The election to teach 12 contact hours above referred to may not be made by classroom faculty in departments which would be rendered incapable of operation by said election or where such election would cause the violation of any contract with the federal or state governments.

5-1.3 The College may employ either full-time or part-time instructors to teach classes made available by reduced teaching assignments as provided above. A department's total offerings shall not be reduced because of the election to teach only 12 contact hour programs by its members.

5-1.4 Members of the English Department shall be deemed to be teaching 15 hours if they teach in accordance with the Fall semester 1971-72 Academic Year Program, which included three seminar hours. In no event, except as provided in the half-time option, will teaching faculty in the English Department be allowed to teach less than 12 contact hours of classroom instruction.

In order to fulfill their seminar hours obligations under this section, each faculty member of the English Department shall be assigned by the English Department Chairperson to fulfill three (3) seminar clock hours in the following priority order: (i) assisting students in the writing center or in any English Department learning lab(s); (ii) tutoring students in reading and/or writing; and/or (iii) mentoring liberal arts students. In the alternative, a faculty member may volunteer to teach one (1) three (3) contact hour course to fulfill the seminar hour obligation.

Faculty members shall indicate seminar hour assignments on their schedule and

submit a written report of his/her activity and student(s) being served to the Department Chairperson. All seminar hour assignments shall be performed on campus.

5-1.5 Classroom faculty requesting to accept a part-time assignment (adjunct classroom, adjunct non-classroom, or any other part-time assignment at the College) which occurs after the start of the contractually defined day of 8:00 a.m.; or prior to the end of the contractually defined day of 5:30 p.m.; or, on the fifth day of the work week, may do so if:

- That employee's teaching schedule, office hours and other service commitments: a) end prior to the commencement of the part-time assignment, or b) begin after the completion of the part-time assignment; and
- That employee's teaching schedule, office hours and other service commitments have been established or recognized by the regular procedure of the department; and
- That employee's teaching schedule, office hours and other service commitments have been filed, as foreseeable, on the appropriate College form, with Human Resources at least thirty (30) calendar days prior to the start of the semester or part-time job assignment.

5-1.6 **Office Hours – Classroom Faculty**

- a) In addition to the classroom hours, each classroom faculty member will be required to post and hold two and one half (2 1/2) office hours per week. In addition, those faculty members not performing academic advisement pursuant to Section 4-1.4(b) shall post and hold an additional four office hours per semester to be scheduled in the months of February, March, April, September, October and November. Email communications will not be used as a substitute for office hours. Office hours shall be scheduled according to the following:
- At least one (1) hour must be scheduled in a block with the remainder in periods of no less than 30 minutes.
  - A faculty member may, with the prior approval of the appropriate Dean, post and hold one 30 minute period after 5:30 p.m. which may be performed on campus or remotely using the College's approved video conferencing platform.
- b) Faculty shall reschedule missed office hours within a reasonable period of time, except when they are charged sick leave. Classroom faculty will also schedule an average of five (5) hours per week to satisfy their academic responsibilities to the College and the department.

5-1.7 Room assignments and departmental time schedules will be assigned equitably to all departments by the appropriate Dean. Within the individual departments, courses will be assigned by the Department Chairperson with the Personnel & Budget Committee or other designated elected department committee. These courses will be assigned to qualified personnel on the basis of seniority or any other method agreed to by the members of the department.

5-1.8 All off-campus and other course assignments, and credit courses taught via radio, television, or distance learning, shall be offered at the initiation of the department with approval of the Administration or at the initiation of the Administration as per

normal scheduling practices in accordance with the terms and conditions of the NCCFT contract and the policies of the Academic Senate.

5-1.8.1 In addition, the following shall apply:

- a) An off-campus course or a course taught via radio, television, or distance learning, shall be defined as any credit course normally offered as part of the college curriculum but which is taught at a location other than the College campus, or by radio, television, or distance learning. An off-campus course, or a radio, television, or distance learning course may be considered as part of the regular course load of the faculty member.
- b) Faculty may be assigned to teach these courses as part of their regular course load on a strictly voluntary basis.
- c) Should an off-campus course, or a radio, television or distance learning course fail to develop after assignment, as part of a regular schedule, the faculty member shall have three (3) regular semesters to teach an extra course or courses in order to make up the deficit. Should it become necessary or with the concurrence of the appropriate Dean, this assignment may be fulfilled during the evening or summer sessions.
- d) On-campus office and advisement hours may be reduced proportionately for faculty teaching off-campus courses or radio, television, or distance learning courses so that faculty may schedule conferences for their off-campus students. This adjustment must be approved by the appropriate Dean.
- e) On-campus schedules for faculty who also teach off-campus courses, radio, television, or distance learning courses, may be reduced to three (3) days with the approval of the appropriate Dean, but in no case shall a faculty member's on and off-campus schedule exceed four (4) days.
- f) The mileage provision of the NCCFT contract shall apply for all off-campus teaching.

5-1.9 Teaching schedules will be assigned by the appropriate committee and chairperson in each department. The number of different instructional preparations each semester shall be kept to a minimum and shall not normally exceed three (3). Wherever possible, such schedules shall provide for a compact work week of no more than four (4) days, except on application of the individual faculty member to the Executive Committee of the Union and to the departmental Personnel & Budget Committee. A teaching schedule of less than four (4) days must have the approval of the appropriate Dean. Final schedules will be filed in the office of the appropriate Dean.

5-1.10 Whenever possible, time will be provided to classroom faculty in the normal work week for professional development. Classroom faculty would not, however, be excused from any formal commitment to the College. However, in the absence of any formal commitment, they would be free to pursue activities that would advance the College's and their academic growth, which activities shall not include teaching full-time at any other college or university.

5-1.11 **Advanced Standing/Nursing** - It is understood that teaching faculty in the Department of Nursing can serve on a voluntary basis as Advanced Standing Evaluators during the Fall and Spring semesters within the normal workday and work week. Such service will be during hours outside their normal teaching and/or

office hours. In addition, with the approval of the Chairperson, Technical Assistants may serve as Advanced Standing Evaluators. Such service will be during hours outside their normal work schedules.

5-1.11-1 During the Fall/Spring semesters such service shall not exceed eight (8) hours per week. During other periods, such service shall not exceed sixteen (16) hours per week. The rate of pay for such services shall be \$60.00 per hour.

5-1.12 **Evening Observations** - If the College requests full-time faculty to evaluate evening faculty, they shall be paid \$60.00 per evaluation.

5-1.13 **Program Coordinators** - When the College Administration deems it necessary for faculty members, as part of their assigned duties, to coordinate academic programs during the summer and/or beyond their normal workday, they shall be compensated at the rate of 1.67% per contact hour of the faculty member's full time academic rank at their current step. This compensation shall be included in the faculty member's annual maximum total of 18 contact hours and shall be at least 3 contact hours in any one semester. (Summer = 1 semester) All such assignments (summer and/or beyond the normal workday) shall be voluntary.

5-1.14 **Independent Study/Tutorial/Instruction** - Any faculty member wishing to teach an independent study/tutorial/instruction shall make such a request to the Department P&B Committee. If approved by the P&B Committee, the Chair shall forward this recommendation to the appropriate Dean for approval and assignment. For courses run as Independent Study/Tutorial/Instruction, the faculty member will be compensated at the rate of 1.67% of the individual's full-time academic rank at Step 1 per student, up to a maximum of three (3) students, though more than three (3) students may be in the course. A faculty member can teach a maximum of three contact hours of Independent Study/Tutorial/Instruction during the day in the regular fall and spring semesters of an academic year.

5-1.15 It is understood that while academic department P&B Committees have, under the terms of this contract, certain rights regarding the scheduling of hours, it is within management's prerogative to ensure that appropriate coverage in all departments is maintained and that the individual's schedule is not developed to accommodate any part-time position.

## 5-2 **Non-classroom and Professional Faculty**

5-2.1 Non-classroom and professional faculty shall work 33-3/4 hours per week within a schedule to be developed in accordance with contract provisions.

5-2.2 **All Purpose Leave** - Non-classroom and professional faculty will receive fifteen days per year of All Purpose Leave to be used as follows:

- a. Self-directed professional development;
- b. Traditional personal leave purposes; and
- c. General leave.

Prior approval shall be required by means of the existing leave request form, except that five of the fifteen All Purpose Leave days may be used for traditional personal leave purposes without prior approval. None of these days may be carried over from year to year. In those cases where faculty attend professional meetings at the request of the College Administration or as a result of a subpoena issued in a court proceeding or by an agency created by the government or the courts in a suit against the College by a third party, no leave time will be charged.



- 5-2.3 **Emergency Days** - Non-classroom and professional faculty will receive up to five additional days to be used in the event the President of the College cancels classes or declares an emergency for weather or other reasons. Effective September 1, 2014, the maximum amount of emergency days that may be utilized by non-classroom and professional faculty shall be seven (7) days.
- 5-2.4 **Bereavement** - All unit members shall be entitled to two (2) days of leave without loss of pay for death in the immediate family. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild and recognized domestic partner as defined by NYSHIP rules. Said leave shall not be chargeable to any other leave time.
- 5-2.5 **Work Schedule** - The normal work week for the non-classroom and professional faculty is 33-3/4 hours in five 6-3/4 hour days, Monday through Friday, commencing no earlier than 8:00 am and terminating no later than 5:30 pm with a minimum of 1/2 hour for lunch. Departmental coverage will be provided.
- 5-2.6 **Four-Day Work Week** - Each member of the non-classroom and professional faculty will have the option of requesting a four-day (4) work week, 33-3/4 hour week upon their request to the P&B Committee and the approval of the supervising Dean or Vice President in academic departments. Those non-classroom and professional faculty assigned to non-academic departments must make the request to the appropriate supervisor, with the approval from the appropriate Vice President. Said request will be granted or denied by the President at his/her discretion. (Four days, Monday-Friday, need not be consecutive.) A decision by the College to deny a request for this option may be processed only through Level III of the grievance procedure, terminating with mediation. During the period between Memorial Day and Labor Day, the College Administration can establish a four-day (4) work week on an institutional basis. Under this circumstance, an individual can either work the extended workday or may elect to use leave time to maintain the 6-3/4 hour day.
- 5-2.7 **Alternative Work Year** - Non-classroom and professional faculty shall have the option to request a work year based on a schedule of thirty (30) weeks at seven and one-half (7-1/2) hours per day, five days per week, and the remainder of the work year (22 weeks) at six and three quarter (6-3/4) hours per day, five days per week. The thirty (30) weeks shall cover the normal Fall and Spring semesters. Faculty may elect the accrued time optional work day of 7-1/2 hours on a one (1) semester basis. The additional accrued time shall be taken in the academic year in which it is earned. A decision by the College to deny a request for this option shall not be grievable.
- 5-2.8 Non-classroom and professional faculty requesting to accept a part-time assignment (adjunct classroom, adjunct non-classroom, or any other part-time assignment at the College) which occurs after the start of the contractually defined day of 8:00 a.m.; or prior to the end of the contractually defined day of 5:30 p.m.; or, on the fifth day for faculty members on a four-day work week schedule as set forth in Section 5-2.6 above, may do so if:
- That employee's normal scheduled workday, a) ends prior to the commencement of the part-time assignment; or b) begins after the completion of the part-time assignment; and
  - That employee's normal workday has been established by the regular procedure of the department; and

- That employee's work hours have been filed, on the appropriate College form, with Human Resources at least thirty (30) calendar days prior to the start of the semester or part-time job assignment.

- 5-2.9 Non-classroom and professional faculty requested to work overtime by the appropriate supervising Dean or Vice President or Department Chairperson who is authorized by the appropriate Dean, shall be compensated at their straight time hourly rate of pay, not to exceed \$60.00 nor be less than \$16.50. Compensatory time must be used by December 31<sup>st</sup> of the following academic year. Compensatory time at the rate of time and a half may be given at the discretion of the supervising administrator only if requested by the faculty member. No faculty member shall be required to work overtime.
- 5-2.10 Professional and non-classroom faculty hired after February 1, 1975, may be employed by the College outside the normal work schedule, not exceeding 33 3/4 hours a week, five days a week. They must be so advised at the time of their initial hiring. Faculty employed after January 24, 1977 must be so advised in writing at the time of their initial hiring that their schedule may be varied.
- 5-2.11 For the purpose of determining non-classroom and professional faculty re-assigned time one contact hour of re-assigned time shall equal fifty (50) minutes. Non-classroom faculty shall be granted 2.25 clock hours for every contact hour of reassigned time.
- 5-2.12 It is understood that while academic department P&B Committees have, under the terms of this contract, certain rights regarding the scheduling of hours, it is within management's prerogative to insure that appropriate coverage in all departments is maintained and that the individual's schedule is not developed to accommodate any part-time position.

# ATTACHMENT 9

## SECTION 9 DISTANCE EDUCATION

- 9-1     **Definition:** Distance Education is a planned teaching/learning experience in which the instructor and students are separated by physical distance and/or time, uses a wide spectrum of media to communicate, and supports regular and substantive interaction. Asynchronous and synchronous online courses and blended learning courses are subsets of distance education.
- 9-1.1    An Asynchronous course is any course in which the instructor is physically separated from his/her students in time and/or space and in which all of the course interaction (with the allowable exception of proctored midterm and final exams) takes place electronically via the Internet, using the College's Learning Management System (LMS).
- 9-1.2    A Synchronous course is any course in which all of the course interaction will be conducted through the use of video conferencing and will meet synchronously online during the assigned days and times listed in the schedule of classes. All course materials and assessments (e.g., PowerPoint, videos, weblinks, tests, and assignments) will be administered using the College's Learning Management System (LMS).
- 9-1.3    Three blended learning instructional models are available for distance education as follows:
- 9-1.3.1   A course which combines face-to-face classroom instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% face-to-face and 50% asynchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with a face-to-face and asynchronous online moderated experience.
- 9-1.3.2   A course which combines face-to-face classroom instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% face-to-face and 50% synchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with a face-to-face and synchronous online moderated learning experience.
- 9-1.3.3   A course which combines Asynchronous and Synchronous online instruction with education technologies using the College's Learning Management System. The course will be divided evenly, 50% asynchronous and 50% synchronous online. Neither component can be merely supplementary to the other. Interaction between students and faculty must be substantial and ongoing throughout the semester to provide students with an Asynchronous and Synchronous online moderated learning experience.
- 9-2     **Ownership of Course Materials**
- 9-2.1    A faculty member who develops course material as a project authorized or directed by the College shall not retain ownership of course outlines and general materials relating to the course. These materials are the sole property of the institution. Lecture notes and other instructor produced materials such as, but not limited to,

discussion questions, course-specific applications, quizzes, and exams shall be considered the property of the instructor.

9-2.2 Distance education courses developed at Nassau Community College may not be offered at other institutions.

9-3 **Course Development**

9-3.1 Course development is recognized as either (1) creating a new distance education course or (2) converting or adapting an existing course to a distance education format. Development shall not include the sole use of preexisting materials to create or to teach a distance education course.

9-3.2 Academic departments must follow College policies and procedures to convert remedial and credit bearing courses and to develop new distance education courses. Where additional expenditures are required for development and/or where the College's educational programs will be modified or changed significantly, the Administration reserves the right to approve or disapprove the changes and/or expenditures.

9-4 **Support**

9-4.1 Faculty members shall be eligible for a \$2500.00 stipend for the development of a distance education course upon application to the Vice President of Academic Affairs. One Thousand (\$1,000.00) Dollars shall be paid to the faculty member for the development and submission of the distance education course to the College Wide Curriculum Committee ("CWCC"). One Thousand Five Hundred (\$1,500.00) Dollars shall be paid to the faculty member after the course is approved by the CWCC.

9-4.2 The College shall provide training and technical support to faculty who are participating in distance education or have expressed an interest to do so. The commitment to training and technical support is not subject to grievance.

9-4.3 The College shall determine the learning management system to be used.

9-5 **Class Size**

9-5.1 Effective, September 1, 2018, distance education and hybrid courses shall be treated the same as face-to-face courses for the purpose of determining maximum class size. The class size limits applicable to distance education and hybrid courses shall be the same as those applicable to the corresponding face-to-face courses.

9-6 **Evaluation**

9-6.1 Faculty members who teach distance education courses shall be evaluated in the same manner as classroom faculty. Evaluation of faculty members teaching one or more distance education courses shall be conducted in accordance with Section 18 of this Agreement.

9-7 **Course Assignment Methods**

9-7.1 It is the responsibility of the academic department to establish and review criteria for assignment of faculty to distance education courses. Faculty must meet College and Department qualifications for appointment and demonstrate evidence of proficiency to teach a distance education course.

9-7.2 Assignment to teach a distance education course shall be voluntary, unless required to meet full time load if otherwise qualified.

9-7.3 Full-time assignment to teach a distance education course shall follow existing contractual procedures. A faculty member who develops a distance education

course or converts a course shall be given the right of first refusal to teach the course for the first two semesters that it is offered.

9-7.4 The College shall not sponsor a distance education course offered by any other institution or provide a reception site for any course that would compete with an NCC course currently being taught and/or listed in the College catalog.

9-7.5 Faculty are eligible to teach no more than 50 percent of their full-time yearly teaching load as distance education courses per academic year, with a maximum of two-thirds (2/3) of that 50 percent in any one semester. Seminar hours may not be used in these calculations.

9-8 **Office Hours**

9-8.1 Faculty who teach distance education courses may fulfill up to one hour of their office hours obligation off-campus. The distance education office hour schedule must be posted in the same way as other office hours. Faculty must be available at this time to provide instructional or other assistance.

9-9 **Privacy and Surveillance**

9-9.1 Access to distance education courses by the College shall be applicable and consistent with policies relating to classroom-based courses and the NCC policy on "Acceptable Use of Computer Resources and Electronic Communications."

# ATTACHMENT 10

**SECTION 28**  
**SABBATICAL LEAVE**

- 28-1 Sabbatical leaves are awards made by the Board of Trustees to those eligible members of the faculty who propose projects to be carried out on released time, i.e., activities relevant to their discipline, which will enhance their professional competence and will enrich their teaching and/or service to the institution upon their return to the College. Sabbatical leave may be granted for one or more of the following: graduate study, study for professional enrichment, research and/or travel in relevant fields, writing or other experience of professional merit.
- 28-2 The number of sabbaticals to be granted each year shall be:
- |           |                                |
|-----------|--------------------------------|
| 2023-2024 | 7 full year at half (1/2) pay  |
|           | 10 half (1/2) year at full pay |
| 2024-2025 | 7 full year at half (1/2) pay  |
|           | 10 half (1/2) year at full pay |
- 28-3 Sabbaticals approved in one academic year shall take effect during the subsequent academic year and shall be covered by the provisions of this contract.
- 28-4 Eligibility shall be limited to those faculty members who have tenure and who have completed at least six (6) consecutive years of service within the College from the date of their full-time professional appointment or the expiration of the academic year of their previous sabbatical leave. Periods of leave of absence other than sick leave with salary and periods of part time service are not included but are not deemed interruptions of otherwise consecutive service.
- 28-5 Individuals approved for sabbatical leave will receive half (1/2) salary for the full contract year or full salary for half a contract year. A sabbatical leave is not deemed an interruption of otherwise consecutive service. Faculty members on sabbatical leave cannot accept assignments at other academic institutions. In the case of assignments at foreign universities or other academic institutions offering unusual experiences, an exception may be made with the approval of the Sabbatical Leave Committee and the President. There shall be no fixed quotas by department.
- 28-6 Applications for sabbatical leave shall be submitted to the department Personnel & Budget Committee through its Chairperson or appropriate Dean or Director for review and recommendation and then forwarded to the Sabbatical Leave Committee on December 1<sup>st</sup> (or the next business day if the 1<sup>st</sup> falls on a weekend or a College holiday) of the year preceding the academic year in which the sabbatical leave is desired. Each application shall include a prospectus of the intended activity and should state the applicant's intention to continue as a member of the faculty for a minimum period of one (1) year after the expiration of the leave, and his/her agreement to submit a written report of his/her activity to his/her department and Dean upon return.
- 28-7 The applicant shall normally be notified by February 1st of the academic year preceding his/her sabbatical leave of the Committee's action.
- 28-8 If the Board of Trustees shall fail to grant a sabbatical leave to a faculty member recommended for such leave by the Sabbatical Leave Committee, they should do so only for compelling reasons which shall be communicated to the applicant in writing.



28-9

Such refusal shall constitute grounds for appropriate grievance.

In no case shall a sabbatical leave be granted to a faculty member who has not been recommended by the Sabbatical Committee even though the quota may not be filled. If the denial of leave is sustained, the sabbatical leave shall go to the highest ranked alternate.

# ATTACHMENT 11

1-5

The Union shall be provided with an office, intra-college phone service, and unrestricted intra-college mail service. Additionally, the Union shall have access to the College e-mail system subject to College policies applicable to all active employees.

1-6.1

The names of such designees shall be supplied in writing to the President, no later than one month preceding the beginning of the semester for which released time is sought, unless due to a vacancy in union office. In such event, the President will be notified within five (5) days of election/appointment of the new officer.

1-9

The County agrees to deduct from the salaries of the members of the bargaining unit dues for the Union and transmit the monies, together with a report of deductions, to the Treasurer of the Union. However, no dues deduction shall be made until the Union has provided the County and College with a dues authorization signed by the employee on the form attached hereto and made part hereof as Appendix 3. The form may be modified upon mutual agreement of both parties. The Union shall certify to the County annually, in writing, the current rate of its membership dues. Checkoff shall take effect fifteen days after receipt of same by the County. The County agrees that it will not accord dues deduction or similar check off right to any other organization defined by PERB.

# APPENDIX 3



## MEMBERSHIP ENROLLMENT FORM

NEW YORK STATE UNITED TEACHERS  
Affiliated with AFT • NEA • AFL-CIO

Rev 7/20

DECW 48

### TO BE COMPLETED BY LOCAL

- New Member  Transfer

NYSUT Member ID #  
(leave blank if new member)      Dues Start Date  
/ /

Local Name

Local Number

Unit      Building Name/Code

#### Membership Category (Annual Salary)

- Full Dues (\$34,000 +)
- Split Dues
- 3/4 Dues (\$25,500 - \$33,999)
- 1/2 Dues (\$17,000 - \$25,499)
- 1/4 Dues (\$8,500 - \$16,999)
- 1/8 Dues (<\$8,499)
- Per-Diem Sub

First Name      M.I.      Last Name      Suffix

Preferred Name      Gender      Date of Birth  
 M  F  Other  Declined      / /

Address      Apt #

City      State      ZIP

Preferred Phone      Alternate Phone

Cell  Home  Work       Cell  Home  Work

Personal Email Address

Race (optional)       Native American/Alaska Native       Asian       Black       Hispanic       Multiple Races  
 Native Hawaiian/Pacific Islander       White       Other

#### To help your union better serve you, please check all that apply:

Our union advocates for conditions and programs that attract and retain the highest quality professionals. Which of these are you interested in learning more about?

- Compensation and Contracts
- Professional Rights and Responsibilities
- Financial Planning / Stretching Your Paycheck
- Pension and Retirement Benefits
- Student Debt Management
- Health Insurance
- Member Discount Programs
- Additional Insurance Options

Our union provides resources and support to our members in their careers. How can we support you in your career?

- Student Behavior & Classroom Management
- Curriculum Assistance
- Access to Career Mentors
- Interacting with Parents
- Evaluation and Observation
- Health and Safety
- Certification Questions
- Continuing Education

Our union works to ensure that every school and college provides our students with opportunities to succeed. Which of the following issues are most important to you?

- Social, Racial and Economic Justice, Women's and LGBTQ Rights
- Parental and Community Engagement
- Fully Funded Schools and Colleges
- Workplace Health and Safety
- Education Policy
- Political Advocacy

By my signature, I request and accept membership in the local organization named above, the New York State United Teachers ("NYSUT") and its national affiliates, the National Education Association ("NEA"), American Federation of Teachers ("AFT"), and the American Federation of Labor-Congress of Industrial Organizations ("AFL-CIO"), where applicable. I accept the rights, responsibilities, and benefits of union membership. I acknowledge and understand that I have the right to withdraw my membership at any time.

By my signature, I also voluntarily request and authorize my employer to deduct an amount equal to the regular monthly dues uniformly applicable to members of the local organization named above and remit that amount to the local organization.

I understand that this authorization and assignment is not a condition of my employment and shall remain in effect, regardless of whether I am or remain a member of the union, for a period of one year from the date of this authorization and shall automatically renew from year to year unless I revoke this authorization by sending a written, signed notice of revocation via U.S. mail to the union between the window period of Aug. 1-31 or another window period specified in a collective bargaining agreement.

By my signature, I also consent to receive auto-dialed and/or prerecorded calls and/or text messages from or on behalf of the AFT, NEA, NYSUT, AFL-CIO and/or the local union at the telephone numbers provided, including my wireless number, if applicable. The scope of this consent relates to any purpose for which any of the above entities may call. I understand that this consent is NOT a condition of my membership in NYSUT, its national affiliates or the local organization named above.

I understand that union dues, contributions or gifts to the above named local are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses or on other bases expressly provided by state or federal law, such as New York State Tax Law section 615(d)(5).

Signature

Date Signed

/ /

#### Job Type/Description

##### Certified/Licensed School Titles

- Teacher (1)
- Teaching Assistant (2)
- Guidance Counselor (I)
- Library/Media (J)
- Psychologist (M)
- Social Worker (O)
- Speech Therapist (S)
- Nurse (C)
- Other (9) \_\_\_\_\_

##### School-Related Professional

- Aide or Monitor (3)
- Buildings and Grounds (4)
- Transportation (5)
- Food Service Personnel (6)
- Admin. Support (7)
- Technology Support (G)
- Security (N)
- Other (9) \_\_\_\_\_

##### Higher Education

###### Academic

- Tenure Track (V)
- Adjunct Professor (W)
- Full-Time Non-tenure (X)

###### Professional

- Counselor/Advisor (I)
- Library/Media (J)
- Technology Support (G)
- Admin. Support (7)
- Other (9) \_\_\_\_\_

##### Support & Admin

###### Health Care

- RN (C)
- LPN or Tech (D)
- Therapist (R)

###### Municipal

- Library/Media (J)
- Admin. Support (7)
- Municipal Specialty (B)
- Other (9) \_\_\_\_\_

**SECTION 19**  
**GRIEVANCE PROCEDURE**

19-1 The Union or any member of the bargaining unit shall have the right to present his/her grievance in accordance with the procedure described herein, containing the steps set forth below, with or without a representative of the Union, free from interference, coercion, restraint, discrimination or reprisal. At each stage of the grievance process, the Union shall be a full participant in all grievances.

**19-2 STEP I Informal Stage**

19-2.1 Any faculty member in the bargaining unit may present and discuss his/her grievance within ninety (90) days of the date of the alleged grievance, either with or without a representative of the Union. Similarly, a representative of the Union may present and discuss a grievance on behalf of any member or group of members with the Dean, department chairperson or appropriate supervisor of the department involved and which shall be entirely informal.

Within fifteen (15) days of receipt of the grievance a meeting must be held between the parties. If the grievance is not resolved at that meeting, the representative of the College who participated in the grievance meeting shall issue a written decision within fifteen (15) days of the meeting which shall be sent to the Union and the grievant with a copy to the Office of the President and the Office of Labor Relations.

Any settlement, withdrawal or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. A determination at this step by a Dean, or supervisor who is not a member of the unit, which is acceptable to the grievant and the Union is binding on the parties subject to the review and approval of the President and/or his/her designee. However, such a determination at this step by a department chairperson or a supervisor who is not a member of the unit which is not acceptable to the President or his/her designee is not binding and the grievance may proceed to Step II.

**19-3 STEP II Formal Stage – The College President or his/her designee**

19-3.1 If a grievance is not satisfactorily adjusted in Step I, the grievant or the Union may, within fifteen (15) days, file a notice of appeal with the College President or his/her designee. Within fifteen (15) days of receipt of the appeal the grievance shall be presented to the College President or his/her designee. The College President or his/her designee shall make his/her determination within fifteen (15) days after the matter is presented to him/her and after appropriate consultation with any or all parties to the grievance, provided, however, that if the grievant has not requested that the Union representative present the matter on his/her behalf, no such determination shall be made without two (2) days prior notification of the grievance by the College President or his/her designee to the Union.

**19-4 STEP III Mediation**

19-4.1 If the grievance is not resolved at Step II the President of the Union may request that the grievance be submitted to mediation in order to promote, through mediation, the resolution of the issues presented. The request for mediation must be submitted to the Office of the President and the Office of Labor Relations within fifteen (15) days after

receipt of the Step II decision. No more than ten (10) days thereafter, the Union and the Office of Labor Relations will jointly contact the mediator and request a date for mediation.

19-4.2 The parties agree to use the following permanent mediators who shall serve on a rotating basis in alphabetical order.

1. Ira Cure
2. Richard Curreri
3. Barry Peek
4. Robert Simmelkjaer
5. Bonnie Weinstock

If a mediator is not available to meet with the parties within sixty (60) days of the parties' request for mediation the request for mediation shall be made to the next mediator on the panel.

19-4.3 Unless otherwise agreed by the Union and the College, the mediation will not take more than one (1) day. The mediator's fee will be split equally between the Union and the College.

19-4.4 The mediation process must be completed within sixty (60) days of receipt of the request referenced in Section 19-5.1 above.

19-4.5 At any time after one year from the date the CBA is executed, either Party may notify the other in writing that it wishes to discontinue the mediation procedure in STEP III in which case that step will be eliminated. In the event that STEP III is eliminated the demand for arbitration must be filed within thirty (30) days of receipt of the STEP II decision.

#### **19-5 STEP IV Final and Binding Arbitration**

19-5.1 If the grievance is not resolved after the completion of mediation (or Step II, if Step III has been eliminated pursuant to Section 19-5.6 above) the President of the Union may process the grievance to arbitration by serving a demand for arbitration to the American Arbitration Association (AAA) and to all parties involved. The demand for arbitration must be filed within thirty (30) days of the completion of the mediation process (or Step II, if Step III has been eliminated pursuant to Section 19-5.6 above).

19-5.2 Selection of an Arbitrator – The American Arbitration Association shall supply each party a list of qualified arbitrators from the AAA panel. The NCCFT and the College shall select the arbitrator according to AAA Rules for Voluntary Labor Arbitration.

19-5.3 Decision of the AAA Arbitrator – The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the close of the hearing, or if oral arguments have been waived, then the date final statements and proofs are submitted to him/her. The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issue in writing to the Union, and the President of the College.

19-5.4 Cost of Arbitration – The cost for the services of the arbitrator, including expenses, if any, will be shared equally by the College and the Union.

19-5.5 Arbitration – The decision and award of the arbitrator shall be final and binding on all parties to this agreement. The arbitrator will be without power or authority to make a decision which violates the terms of this Agreement, nor shall the arbitrator have



any power to add to or detract from, or in any way alter the provisions of this Agreement. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. Only claims of a breach of this Agreement may be submitted to arbitration. The arbitrator's jurisdiction shall be limited to the interpretation or application of a provision of this Agreement.

**19-6 Grievance Procedure – Miscellaneous Provisions**

- 19-6.1 This grievance procedure shall not be used to adjust a complaint when the law establishes and requires a specific procedure and method of redress inconsistent with the procedures herein established, or when the Grievance Board is without authority to act.
- 19-6.2 Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the grievant and/or the Union to proceed to the next step.
- 19-6.3 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, shall be deemed to be a waiver of the right to appeal.
- 19-6.4 Any reference to "days" hereunder shall mean "week-day/business days" of the College.
- 19-6.5 Conferences and hearings held under the procedure provided herein shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present at such conference or hearing to attend. When such conference or hearing is held during working hours, all individuals necessary for the conference or hearing shall be excused without loss of pay for that purpose.
- 19-6.6 Grievances shall be recorded on the standard grievance form as provided in Appendix 4 attached hereto.
- 19-6.7 By mutual consent, the parties may expedite the grievance procedures established herein.

**SECTION 25**  
**SUPPLEMENTAL SICK LEAVE**

Supplemental sick leave may be granted, at the request of the faculty member at the discretion of the President, which shall not be unreasonably withheld, to a faculty member who has used up all of his/her sick leave, vacation time, personal leave and compensatory time, and is still too ill to work as evidenced by a certificate of a doctor. A faculty member granted supplemental sick leave shall receive one-half (1/2) the compensation that he/she would have been paid had he/she continued to serve in the position he/she had at the time such leave was authorized. The amount of supplemental sick leave shall not exceed a period equal to two (2) biweekly pay periods for each year of actual completed service.

**SECTION 43**  
**ACADEMIC REGALIA**

- 43-1 As the College requires faculty to wear academic regalia (cap, gown, and hood) to certain College functions, the College will assist in the procurement of this regalia as follows:
- 43-1.1 It will be the individual's responsibility to purchase the required regalia. The College will reimburse the individual for the purchase of this regalia as follows:
- a) Regalia for an Associate, Bachelor or Master's degree, \$100.
  - b) Regalia for a Doctoral degree, \$200.
- 43-1.2 The College will reimburse the individual once for each degree level acquired.
- 43-2 In order for the faculty member to be reimbursed, he/she must present a copy of the paid bill enumerating the purchase of the regalia with a Nassau County claim form to the Accounts Payable section of the College's Procurement Department. The regalia is then the permanent property of the faculty member. Regalia already provided to present faculty members may be retained by them, and no additional reimbursement will be made to them unless they achieve a higher level degree.

**SECTION 54**  
**TENURE POLICY**

- 54-1 After the expiration of a probationary period, tenure shall be granted in accordance with the procedures listed below. After receipt of tenure, a faculty member's service shall be terminated only for adequate cause.
- 54-2 Applications for tenure and promotion to Assistant Professor, and the review procedure for both shall be simultaneous at the P&B and P&T levels. Notification procedure shall follow existing practices for tenure as described above. A recommendation for tenure/promotion to Assistant Professor from the P&B and P&T Committees shall be forwarded to the President for review. An Instructor granted tenure will be simultaneously promoted to Assistant Professor. An Assistant Professor applying for tenure may also apply for promotion; however, the application process, review, and recommendations shall be separate and distinct and shall follow the respective deadlines set forth by the P&T Committee and the procedures set forth above.
- 54-3 For professional faculty and instructional faculty appointed on a twelve-month basis, the probationary period shall be five (5) years within a Department from the date of the initial professional appointment to that Department. The definition of semester for the sole purpose of eligibility for tenure for faculty appointed on a twelve-month basis shall be: Fall Semester September 1 up to and including the first day of the Spring semester. Spring Semester The day after the start of the Spring semester through August 31. Applications for tenure and promotion to P-2 and the review procedure for both shall be simultaneous at the P&B Committee/Professional Faculty Unit and the Promotion Committee provided that the applicant possesses a Bachelors Degree in discipline relevant to the position as required in Section 59-1.
- 54-4 For LINCC Lecturers the probationary period shall be six (6) years from the date of the lecturer's initial appointment. LINCC Lecturers may apply for tenure and promotion at Step 6. Promotion shall be to LINCC Lecturer II at Step 7. Applications for tenure and promotion to LINCC Lecturer II and the review procedure for both shall be simultaneous.
- 54-5 Individuals whose initial appointment was for or during a spring semester will serve an additional semester of probationary service. By February 1st of each year, the Academic Department Chairperson, or LINCC Coordinator and LINCC Advisory Committee, or Supervising Dean or Director in the case of professional faculty not attached to an academic department, and the Personnel & Budget Committee of each department shall consider those departmental members who are eligible and have applied for tenure and shall submit their recommendations to the Promotion and Tenure Committee. No later than March 1st, the Promotion and Tenure Committee will forward to the President its recommendations. These in turn shall be forwarded by the President to the Board of Trustees for their consideration. The Board of Trustees may, upon recommendation of the President, grant tenure. The President's refusal to recommend or Board of Trustees' refusal to grant tenure, following a favorable recommendation by the Promotion and Tenure Committee, shall only occur in rare instances and for compelling reasons which shall be communicated in writing to the candidate.

- 54-6 If a faculty member eligible for tenure is not recommended for it by the Promotion and Tenure Committee, then by April 1st of the last year of his/her probationary period, he/she shall be informed in writing by the President of the reasons for not recommending tenure. Non-recommendation for tenure shall constitute grounds for appropriate grievance. When tenure is not recommended during the last probationary year, the faculty member shall be so notified under the provisions for non-reappointment. Tenure will not be awarded by default. Notwithstanding the provisions of Section 19-5.3, an individual faculty member who has not been recommended for tenure shall have the right to utilize all steps of the grievance procedure in Section 19.
- 54-7 Tenure approved in one academic year shall take effect on September 1 of the following academic year and shall be covered by the provisions of the Contract.

**SECTION 57**  
**PROMOTION ALLOCATIONS**

- 57-1 During the academic years 2022-2023, 2023-2024, 2024-2025 the College and the NCCFT shall determine the allocation of the forty-eight (48) lines for promotion to the ranks of Associate Professor and Professor for the following academic year.
- 57-2 Promotions approved in one academic year shall take effect on September 1, of the following academic year and shall be covered by the provisions of the Contract.

**SECTION 72**  
**DISTRIBUTION OF AGREEMENT**

The College will provide each member of the negotiating unit with a searchable .pdf copy of the Collective Bargaining Agreement which incorporates the terms of the successor Agreement. The Collective Bargaining Agreement will be sent to all members via email within sixty (60) days of the date the Agreement is fully ratified and executed.

**SECTION 73**  
**NEW EMPLOYEES**

The Union shall be notified by the Department Personnel and Budget Committee (or supervising administrator) of all new faculty positions including rank, and step offered. The Union shall have the right to confer and question. The Union shall be supplied with a list of the names, addresses, job titles, ranks, and salaries of all new employees whose classifications are included in the certification of the County PERB dated 11/26/68 and as amended to date within thirty (30) days of appointment.