

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE COUNTY OF WESTCHESTER,
WESTCHESTER COMMUNITY COLLEGE,
AND THE WESTCHESTER COMMUNITY
COLLEGE FEDERATION OF TEACHERS**

WHEREAS, the County of Westchester ("County"), Westchester Community College ("College") (hereinafter collectively referred to as "Employer") and the Westchester Community College Federation of Teachers ("Union") are parties to a collective bargaining agreement which expired on August 31, 2011;

WHEREAS, the Employer and Union have engaged in collective bargaining for a successor agreement and have reached a tentative agreement, subject to ratification by the Union membership and approval of the terms hereof by the College Board of Trustees and County Board of Legislators; and

NOW THEREFORE, in full settlement of the terms of a new collective bargaining agreement effective September 1, 2011 through August 31, 2018, the Parties agree as follows:

1. For purposes of this Agreement, the phrase "the effective date of this Agreement" shall mean the date upon which it is ratified and approved by all necessary parties.

2. **Compensation (Section Five)**: Present salary schedules for unit members shall be adjusted as follows:

a. Full-time Faculty

- i. 2011-12: no change
- ii. 2012-13: no change
- iii. 2013-14: no change
- iv. 2014-15: 2% increase across the board
- v. 2015-16: 3% increase across the board
- vi. 2016-17: \$1750 increase across the board
- vii. 2017-18: \$1500 increase across the board
- viii. Retroactive payments for increases shall be made to employees who were either on payroll on or after May 8, 2017 or those who have retired during the term of this Agreement. For purposes of this provision "retired" covers unit members who would have been eligible to receive retirement benefit payments from the NYS Teacher Retirement System ("NYSTRS") on the day after s/he left service from the college. Notwithstanding this definition, retroactivity shall not be limited to individuals enrolled in NYSTRS.
- ix. Signing Bonus: Unit members on payroll effective September 1, 2015 shall receive a one-time payment of \$2500.
- x. Additional one-time payment: Unit members on payroll effective September 1, 2016 shall receive a one-time payment of \$1250.

b. Adjunct Faculty

- i. 2011-12: no change
- ii. 2012-13: no change
- iii. 2013-14: no change
- iv. 2014-15: 2% increase across the board
- v. 2015-16: 3% increase across the board
- vi. 2016-17: 2% increase across the board
- vii. 2017-18: 2% increase across the board
- viii. Retroactive payments for increases shall be made to unit members who were on payroll on or after May 8, 2017 and (1) are currently on payroll; or (2) have actively sought to be on payroll if they worked during the term of this Agreement.
- ix. Signing Bonus: Unit members who (1) worked in 2011-12, 2012-13, and/or 2013-14 academic years and (2) are still on payroll or have actively sought to be on payroll during the term of this Agreement shall receive payment of \$100 per semester for each semester worked up to a maximum of 2 semesters per academic year.
- x. The percentages identified in i through vii above shall apply to the non-credit course rate and the part-time rate for librarians, counselors and academic support center coordinators.
- xi. Remedial courses offered by academic departments will continue to be compensated at the credit rate.

3. **Employee Benefits (Section Six):**

- a. Subsection 6.1 (Insurance) Shall be revised to include the following provisions:
 - i. The College may switch from the current self-insured health coverage administered by POMCO to the NYSHIP Empire Plan.
 - ii. Effective no earlier than August 31, 2018, existing unit members shall contribute at the following rates based on the plan being offered in accordance with the terms of this Agreement:
 1. Instructor and Coordinator 1: 4%
 2. Assistant Professor and Coordinator 2: 6%
 3. Associate Professor, Full Professor, Coordinator 3, and Coordinator 4: 8%
 - iii. Following the effective date of this Agreement, co-payments shall be as follows:
 1. Doctor Visits: \$20
 2. Pharmacy Prescription: \$0/\$20/\$40
 3. Mail Order Prescription: \$0/\$40/\$80
 - iv. Effective no earlier than August 31, 2018, newly hired unit members shall contribute at the following rates based on the plan being offered in accordance with the terms of this Agreement:
 1. Instructor/Assistant Instructor and Coordinators 1 or 2: 10%
 2. Associate Professor, Full Professor, Coordinator 3, and Coordinator 4: 15%

v. **Retiree Health Insurance:**

1. For unit members who retire on or after September 1, 2011 but not under the incentive, the Employer will provide healthcare benefits for the lifetime of the retiree at a level equal to the active faculty healthcare benefits at the time of the retirement. If the retiree has been on the POMCO-administered plan immediately preceding retirement, then such retiree will remain on such plan. If the retiree has changed to NYSHIP Empire plan because the college has changed plans, then such retiree will stay on the NYSHIP Empire plan in retirement. Retirees shall pay the rate in effect at the time of their retirement for single coverage and 20% of the difference between single and family coverage if family coverage is requested.
- b. Subsection 6.2 (Sick Leave) shall be revised to incorporate the following provisions:
 - i. Amend Section 6.2, which authorizes sick leave for Adjunct Faculty and full-time faculty teaching overload, to permit such unit members to use such leave as either sick or personal leave.
 - ii. Add a new paragraph to provide for a death benefit: Effective September 1, 2011, in the event a unit member dies while in service with at least fifty (50) sick leave days on the books, the Employer shall pay to the unit member's estate a full day's pay for one-half (1/2) of the accumulated amount of days. In no event, shall any unit member receive more than one hundred and twenty five (125) full days of pay. It is understood that the rate of pay shall be the rate in effect at the time of the unit member's death.
- c. New subsections shall be added for the purpose of creating the following committees:
 - i. Health Insurance Opt-out Committee
 - ii. NYSTRS Reporting Committee

4. **Retirement Incentive:**

- a. The terms of the attached document titled "Retirement Incentive" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment A.

5. **Miscellaneous:**

- a. Subsection 7.4 (Grievance Procedure) shall be revised to reduce the grievance filing limit from 60 days to 30 days from when the unit member "should have known" of alleged violation, with exception for those who delayed filing due to a reasonable fear of retaliation.
- b. Section 5 (Compensation) shall be amended to provide for the creation of a committee to study teaching rates in EOC.
- c. Subsection 6.13 (Direct deposit) shall be amended to require all unit members to utilize direct deposit.
- d. Subsection 6.14 (Professional Development Fund) shall be amended to provide that Administration shall be entitled to one representative on the Faculty Development Committee.

- e. Section 4 (Hours and Working Conditions) shall be amended by creating a new subsection titled "Semi-Annual Health and Safety Inspection" stating that the Union shall be entitled to representation on the Health and Safety Committee responsible for performing the Semi-Annual Health and Safety Inspection.
 - f. Subsection 2.5(Union Administration Time): The following language shall be deleted:
 - i. "Subject to approval by the College President"; and
 - ii. "No one individual may receive a reduction of more than fifteen (15) hours per year."
 - g. Adjunct Benefits: The terms of the attached document titled "Adjunct Benefits" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment B.
 - h. Student Success Hours: The terms of the attached document titled "Student Success Hours (Two-Year Pilot Program)" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment C.
 - i. Adjunct Observations: The terms of the attached document titled "Adjunct Observations (Two-Year Pilot Program)" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment D.
 - j. Class Coverage: The terms of the attached document titled "Class Coverage" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment E.
 - k. Off-cycle Calendar Dates: The terms of the attached document titled "Off-cycle Calendar Dates" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment F.
 - l. Common Hour at Satellites: The terms of the attached document titled "Common Hours at Satellites" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment G.
 - m. Department & Curriculum Chairs: The terms of the attached document titled "Additional Terms Relating to Chair Positions" shall be fully incorporated into the parties' collective bargaining agreement. See Attachment H.
6. **Complete Agreement:** It is agreed that the above represents the complete agreement between the Parties for a successor Agreement to the present collective bargaining agreement.
7. **Other Terms:** All other terms and conditions of the existing Agreement between the Employer and the Union, which expired on August 31, 2011, remain the same and in full force and effect except as otherwise amended herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 14th day of August 2017.

DATED: Aug 14, 2017

MICHAEL WITTENBERG

EMPLOYER CHIEF NEGOTIATOR

DATED: AUGUST 14, 2017

JUDITH LANGER BURGER

UNION CHIEF NEGOTIATOR

ATTACHMENT A: RETIREMENT INCENTIVE

The retirement incentive will apply to those unit members who give an irrevocable written letter of resignation by March 1, 2018 or 60 days after the effective date of this Agreement, which ever comes later. If this letter is required by March 1, 2018, unit members must resign on or before August 31, 2018. If this letter is required 60 days after the effective date of this Agreement, unit members must resign at the end of the next full semester.

FOR THOSE UNIT MEMBERS WHO SELECT THE RETIREMENT INCENTIVE

LUMP SUM: For those unit members resigning under this incentive with 10-19 years of service, there will be a lump sum of \$10,000. For those unit members resigning under this incentive with 20 or more years of service there will be a lump sum of \$15,000.

HEALTHCARE: Unit members eligible to resign under the terms of this incentive will remain on the current plan administered by POMCO until retirement and will continue on that plan or a plan with equal benefits after retirement. Individuals who take the retirement incentive and opt for coverage under a single plan will not be responsible for any contributions to such plan. Individuals who take the retirement incentive and opt for coverage under a family plan will be responsible for contributing 20% of the cost difference between family and single coverage. In the event contributions for health insurance for active employees go into effect before notice is given under the retirement incentive, individuals who take the retirement incentive will be reimbursed by the Employer for any contributions made.

OTHER RETIREMENT HEALTHCARE

For unit members who retire on or after September 1, 2011 but not under the incentive, the Employer will provide healthcare benefits at a level equal to the active faculty healthcare benefits at the time of the retirement. If the retiree has been on the POMCO-administered plan immediately preceding retirement, then such retiree will remain on such plan. If the retiree has changed to NYSHIP Empire plan because the college has changed plans, then such retiree will stay on the NYSHIP Empire plan in retirement. Retirees shall pay the rate in effect at the time of their retirement for single coverage and 20% of the difference between single and family coverage if family coverage is requested.

ATTACHMENT B: ADJUNCT PROFESSIONAL STATUS

TITLES:

The following titles will be available to adjunct faculty based upon satisfactory evaluations, service to the institution and certification of professional development and online assessment training. The above portfolio will be detailed by the faculty personnel policies committee.

Title	Minimum service requirement
Assistant Adjunct Professor	5 years
Associate Adjunct Professor	8 years
Adjunct Professor	10 years

ADDITIONAL BENEFITS:

1. The College shall provide WCC business cards for all senior adjuncts
2. The College shall provide tuition waiver for credit/non-credit courses to non-senior adjunct faculty following completion of one year of employment. The tuition waiver shall apply to one course per semester.
3. Adjunct faculty shall be entitled to bereavement leave upon the death of a spouse, parent, or child.
4. The College shall ensure evening coverage 4 nights a week until 7:30 in the adjunct office to handle student issues, and/or repro to handle supplies and other instructional needs and dissemination of this information to the adjuncts in several different venues,

ATTACHMENT C: STUDENT SUCCESS HOURS (TWO-YEAR PILOT PROGRAM)

Effective no sooner than Spring 2018, the College shall authorize a total of 3 office hours per semester, per highly enrolled courses for senior adjuncts under the following conditions:

- a. Rate of pay shall be \$80.
- b. Fall semester (October, November, December) and Spring (February, March, April).
- c. Location to be determined--maybe a central location in the library or other places using a swipe card to sign in and out.
- d. Office hour should be near the time of the class and adjunct should offer 2 suggestions to the dean. Actual hour is subject to the Dean's approval.
- e. This is a totally voluntary program and is up to the discretion of the adjunct whether to participate or not at this point in time.

If the pilot is successful, it will be continued and possibly expanded.

ATTACHMENT D: ADJUNCT OBSERVATIONS (TWO-YEAR PILOT PROGRAM)

Effective no sooner than Spring 2018

- a. If possible all new adjunct faculty will be observed in their second semester.
- b. Observations shall be done by faculty who have a semi-administrative role (chair, assistant chair, co-chair, adjunct coordinator, offsite coordinator) and by senior adjuncts who volunteer and are accepted into this program.
- c. At most one-third (1/3) of the observations in each department will be done by the semi-administrative faculty and the rest will be done by senior adjuncts.
- d. The regular classroom observation form will be used.
- e. Senior adjuncts who wish to be observers must take a 2 hour on-campus training session with a Pre-test and a Post-test.
- f. Only the departments with highly enrolled courses will offer this pilot. These departments are: English, Math, Biology and Social Sciences (Psychology).
- g. Those observations done by senior adjuncts will be paid at \$80 per hour.
- h. Observations must be shared with the adjunct faculty member along with any recommendations and signed by both parties.
- i. If the first observation is not satisfactory to either the adjunct or the observer, a second observation will be done during the same semester.
- j. Observations will be kept electronically in the office of the dean of adjuncts.

The benefits that might ensue from this pilot program is to be able to offer short-term contracts to qualifying adjuncts. Although no contracts will be awarded during the pilot, those adjuncts who qualify will be awarded contracts if the pilot program is successful and continues. The administration will collect and share data with the union in order to make this determination.

In order to qualify, an adjunct must:

1. Attend a department/school meeting in the Fall and Spring semester
2. Attend the adjunct Fall orientation on the Saturday before Labor Day weekend.
 - a. The program will be separated into half days where new adjuncts attend full day orientation and other adjuncts attend technological, academic presentations.
 - b. Stipend \$50.
 - c. If the orientation is missed, they must do 6 hours of professional development that can be done at home but must be completed before the second week of the semester.
3. Achieve a good or excellent rating as described below
 - a. Unsatisfactory
 - b. Satisfactory
 - c. Good: 2 semester (Fall and Spring) contract
 - d. Excellent: 4 semester contract

Final decision rests with the administration in between contracts to terminate an individual without citing a cause.

ATTACHMENT E: CLASS COVERAGE

All faculty shall have the right to ask a colleague to cover their class during an anticipated absence at no cost to the college and thereby eliminating the need to take a sick/personal day. Coverage may only be provided by a faculty member who has taught that course. This applies to adjunct and fulltime faculty.

- Notification shall be given to the division secretary with as much notice as possible
- Faculty may not exceed four hours of this coverage per semester.
- Division secretary will keep the records in order to resolve disputes
- A form will be created to facilitate this process.

ATTACHMENT F: OFF-CYCLE NOTICE OF NON-REAPPOINTMENT

Unless written notice of non-reappointment is given to a faculty member no later than the following schedule of dates, his/her appointment shall be considered renewed for another year. The granting of the sixth (6th) appointment constitutes the award of tenure.

	Appointment to	Recommendation to President	Notice of non- reappointment
CYCLE ONE	2nd Year	Feb 22*	March 15 of the first academic year
September 1 hires	3rd - 6th	Nov 15	Dec 15 of the ensuing years
CYCLE TWO	2nd Year	May 15	July 15 of the first academic year
January 1 hires	3rd - 6th	March 15	April 15 of the ensuing years
CYCLE THREE	2nd Year	Nov 15	Dec 15 of the first academic year
June 1 hires	3rd - 6th	Aug 15	Sep 15 of the ensuing years

*21 days notice

Each September, a list of all reappointments and tenure candidates for that academic year will be sent to the Central Committee chairperson and/or the WCCFT president. It will be revised as is necessary. Recommendations from the Central Committee are to be submitted to the President for consideration no later than 30 days prior to the notification deadline (but 21 days in some years dictated by the calendar).

In the unusual event that a tenure track incumbent is unable to begin on one of the indicated date or is needed on an emergency basis to begin their appointment, the candidate will receive notification of non-reappointment not later than 6.5 months from the date of hire. After the first year, that candidate will follow one of the cycles above determined in the following manner: If the actual hiring date is between 9-1 and 12-31, Cycle One; between 1-1 and 5-31, Cycle Two, between 6-1 and 8-31, Cycle Three.

ATTACHMENT G: OFFICE HOURS

Office hours should be used by faculty to meet with each student in order to increase communication between faculty and students to foster academic excellence, to encourage student achievement and to assist in student retention.

FULLTIME FACULTY (5 OFFICE HOURS)

Fulltime faculty who do not teach an online course as part of their fulltime load are required to have five office hours per week with a minimum of four hours in the office, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach one online course as part of their fulltime load are required to have five office hours per week with a minimum of three hours in the office, one hour online, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach more than one online course are required to have 5 office hours per week with a minimum of three hours in the office and two hours online.

These clauses will be adjusted for those faculty who are required to have 8 office hours.

Projects must be mutually acceptable to the administration and the faculty. Suggestions might be modeled after payback hours for librarians and ASC coordinators. The following is a list of suggestions but by no means exhaustive.

- Professional development: Webinars, CTS, Brown Bag
- Donate time to tutorial
- Workshops/Reviews for students
- Mentor new faculty
- Mentor students
- Research new software that might improve success rate.
- Any other pre-approved project

FULLTIME FACULTY (8 OFFICE HOURS): ENGLISH

Fulltime faculty who do not teach an online course as part of their fulltime load and required to have eight office hours per week must have with a minimum of six hours in the office, one online office hour and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach one online course as part of their fulltime load and are required to have eight office hours per week may have a minimum of five hours in the office, two hours online, and the additional hour either online, in the office, or working on a 15 hour project at the option of the faculty member.

Fulltime faculty who teach more than one online course are required to have 8 office hours per week with a minimum of 6 hours in the office and two hours online.

ATTACHMENT H: ADDITIONAL TERMS RELATING TO CHAIR POSITIONS

I. Released time and job descriptions for Department and Curriculum Chairs

- a. A committee shall be established to negotiate a rubric for quantifying the amount of released time and/or monetary compensation for department chairs, assistant chairs, curriculum chairs, adjunct coordinators, and adjuncts liaisons.
- b. For the above-referenced committee:
 - i. The College and WCCFT shall both make available individuals to serve on the committee who are familiar with the issues involved.
 - ii. The committee is empowered to conduct necessary and appropriate research to guide its deliberations.
 - iii. The negotiating process will be implemented commencing no later than 60 days after the effective date of this Agreement .
- c. The job descriptions of department chairs and curriculum chairs developed in 2013 shall be published in their entirety in the Faculty Handbook and be available electronically in MyWCC (or its successor). Should these descriptions be revised in the future, the revised versions shall be published in the same manner.

II. Appointment of Department Chairs, Curriculum Chairs/Assistant Chairs

Department, Curriculum and Assistant Chairs are appointed for three year terms. Each year shall be defined according to the academic calendar. Should the Administration require chairs to come in earlier than one week before the start of the semester, the union has a right to demand impact negotiations for the additional time. Reappointment to the second and third years is contingent upon a satisfactory performance evaluation based on the job's description.

The evaluation will be conducted by the Associate Dean (or Deans, for chairs of curricula covering more than one division). The content of the evaluation will be used for no other purpose than this reappointment decision. The final decision on reappointment will rest with the Vice President for Academic Affairs.

Individuals may submit information about the candidate to the Dean and request that their name be withheld from the chair. Such information must be in the form of verifiable data giving the Chair a chance to respond.

Chairs wishing to continue beyond the three-year term must re-apply for an additional three-year term.

III. Process for the Appointment of a Department Chair or Assistant Department Chair

The appointment of a faculty member to the position of Department Chair should follow this general process, which will commence in late March:

1. The Associate Dean sends an email announcing the opening to all fulltime members of the department. The email will contain a statement of the Duties and Responsibilities of a department chair as well as identify the number of hours of release time that will be allocated.
2. Interested faculty notify the Associate Dean by submitting a letter identifying their qualifications, experience and future plans for the position with emphasis on examples of administrative skills, interaction and advisement of faculty and students, and conflict resolution and other areas as may be required. The Associate Dean forwards all applications to the full-time faculty of the Department. In the event that no faculty from the department emerge as candidates, faculty from other disciplines may apply for the position.
3. If there are 2 or more candidates, the full-time faculty in the department will vote by secret ballot. The ballots will be collected and tabulated by the Division Secretary and the results will be announced by the Associate Dean.
4. The Associate Dean will interview the candidate(s) and submit a letter of recommendation (or not recommending) to the Academic Vice President. The letter(s) shall specify the rationale for the recommendation.
5. The Academic Vice-President will interview the candidate(s) and then prepare a letter of appointment or denial which will be submitted to the applicant, Associate Dean(s), and full-time faculty within the discipline.
6. Emergency Appointment: If the Chair is unable to serve in this position he or she may opt out of the chair position at the end of the semester, or for urgent personal reasons, prior to the end of the semester. If the condition prompting opting out is temporary, the College may appoint an individual to serve on an interim basis. If the incumbent leaves the office permanently, the process delineated in items 1 through 5 above will be used to appoint a successor to a three-year term beginning when this individual takes office.

IV. Process for the Appointment of a Curriculum Chair

The appointment of a faculty member to the position of Curriculum Chair should follow this general process:

1. The Associate Dean sends an email announcing the opening to all fulltime members of the department(s). The email will include a statement of the Duties and Responsibilities of the position and statement of the release time or overload hours. If the curriculum is discipline related, the email should state that faculty members in that discipline (e.g. Criminal Justice) will be given a preference. If the curriculum is generic (e.g. Liberal Arts Social Science), all interested faculty would be considered. If the curriculum involves more than one department or division, all faculty in those units would be notified. Adjunct members may apply if no fulltime faculty members are available.

2. Interested faculty notify the Associate Dean(s) by submitting a letter identifying their qualifications, experience, and future plans for the position with emphasis on examples of interaction and knowledge of student advisement, assessment and articulation. The Associate Dean will inform all full-time faculty of the department(s) names of the applicants.
3. The Associate Dean(s) will interview the candidate(s) and submit a letter of recommendation (or not recommending) to the Academic Vice-President.
4. The Academic Vice President will interview the candidate(s) and then prepare a letter of appointment (or denial).
5. Emergency Appointment: If the Chair is unable to serve in this position he or she may opt out of the chair position at the end of the semester, or for urgent personal reasons, prior to the end of the semester. If the condition prompting opting out is temporary, the College may appoint an individual to serve on an interim basis. If the incumbent leaves the office permanently, the process delineated in items 1 through 5 above will be used to appoint a successor to a three-year term beginning when this individual takes office.