

NCCC ADJUNCTS ASSOCIATION

ARTICLE 1 – RECOGNITION CLAUSE

This Collective Negotiation Agreement (“Agreement”) is made by and between Niagara County Community College (the “College”) and Niagara County Community College Adjuncts Association, NYSUT/AFT, AFL-CIO (the “Association”). The College and the Association may be hereinafter referred to as the “Parties.”

The College recognizes the Association as the exclusive representative of the following employees for the purpose of collective bargaining and the settlement of grievances as provided by the Public Employees’ Fair Employment Act, New York Civil Service Law, Article 14 (“Taylor Law”):

Included: All part-time instructors who teach at least the equivalent of three credit hours in a semester.

Excluded: Part-time instructors who exclusively teach in the summer, administrators, managerial/confidential employees, coaches, employees represented by other employee organizations and all others.

“Employee” as used in this Agreement shall mean an employee who is represented by the Association.

ARTICLE 2 – DURATION

This Agreement will be effective as of September 1, 2025 and shall remain in effect until August 31, 2029.

ARTICLE 3 – MANAGEMENT RIGHTS

The College reserves its rights to manage the College except as may be explicitly abridged by this Agreement. The sole and exclusive management rights of the College include, but are not in any way limited to, the rights to establish policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations, to establish and discontinue programs or operations; to determine the number, classification and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the College’s operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules, work assignments and workloads to determine the extent to which work is performed by Association members; to select, hire, direct, transfer and promote employees, to lay off employees from duty; to establish, change and enforce rules for the conduct of employees; and to discipline and discharge employees.

ARTICLE 4 – NON-DISCRIMINATION

The College and the Association agree, in compliance with the Title IX of the Educational Amendments of 1972 to the Civil Rights Act of 1964:

“No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving Federal financial assistance.”

Title IX prohibits all forms of sex discrimination in educational programs and activities, including sexual harassment, verbal sexual harassment, and sexual violence. This protection applied to actions committed by employees, students, or third parties against any member of the campus community.

ARTICLE 5 – ASSOCIATION RIGHTS

Section 1 – DUES AND OTHER DEDUCTIONS

The College shall deduct from the pay of each Association member from whom it has received written authorization on a form to be provided by the Association such amount for membership dues as the Association shall specify in writing to the College and will forward such dues to the treasurer of the Association. Such deductions shall be made in equal installments from each pay period.

The College will continue making such deduction until such time as the Association notifies the College that it has received a valid revocation of such authorization. The College will promptly notify the Association in the event it is notified that a bargaining unit employee wishes to revoke authorization for dues deduction and will refer the employee to the Association president or designee.

The Association shall hold the College harmless against any and all claims, suits or other liabilities that shall or may arise by reason of action taken by the College to comply with this Section.

Section 2 – NON-DISCRIMINATION

The College and the Association agree not to unlawfully discriminate against any individual because of such individual’s membership in the Association, support of the Association, or activity that is lawful under the Taylor Law.

Section 3 – NO STRIKE

The Association agrees and affirms that neither it nor its members have, and will not assert, the right to strike against the College, to assist or participate in a strike, withhold services, or to impose an obligation to conduct, assist or participate in such strike, and that the Association and its members shall comply with their responsibilities under the Taylor Law.

Section 4 – UNIT INFORMATION

The College will provide the Association President with a list of the names, campus email addresses, and, to the extent available, home addresses, personal email addresses and home

telephone numbers, of all bargaining unit members who are currently teaching as soon as practical after the start of the fall and spring semesters.

Section 5 – COPIES OF AGREEMENT

Within a reasonable period of time after the Collective Bargaining Agreement is executed by all parties, the College will post a copy of the Agreement to its “FYI” webpage (or such other webpage as may be used to provide such information) so that it may be accessed and printed by members of the Adjuncts Association.

ARTICLE 6 - WAGES

A. Lecture and Lab Rates

Lecture and Lab Rates will be increased by 5% each year for four (4) years, as follows:

Effective Date	Lecture Hour	Lab Hour
September 1, 2025	\$960	\$860
September 1, 2026	\$1,008	\$903
September 1, 2027	\$1,058	\$948
September 1, 2028	\$1,111	\$995

Adjunct Association Members must be active on payroll at the time of ratification of this Agreement in order to be eligible for retroactive payments to September 1, 2025.

B. Method of Payment

Members of the Association are required to enroll in direct deposit and receive paperless pay stubs via the web as prescribed by the College’s payroll system. In the event that the members does not already have an appropriate account, the College will work with the member to establish an account with the Alliance Niagara Federal Credit Union or such other financial institution as may be appropriate.

C. Advisement

Effective on the date of Board of Trustees approval of this contract settlement Adjunct faculty members providing advisement services to students will be compensated at a rate of \$40 per hour.

D. Longevity

Adjunct faculty members shall receive additional compensation based on years of consecutive service as follows:

- Upon completion of ten (10) consecutive years of service – **\$100 per lecture or lab hour**
- Upon completion of sixteen (16) consecutive years of service – **\$150 per lecture or lab hour**

- Upon completion of twenty (20) consecutive years of service – **\$200 per lecture or lab hour**
- Upon completion of twenty-six (26) consecutive years of service – **\$250 per lecture or lab hour**

Definition of Consecutive Service:

“Consecutive years of service” shall mean that the adjunct faculty member has taught at least one semester (Fall, Spring, or Summer) during each twelve-month period, defined as September 1 through August 31. There must be no twelve-month period in which the member performed no teaching duties for the College. Any interruption in teaching service lasting twelve (12) consecutive months or more shall constitute a break in service and will reset the member’s longevity service calculation to zero.

ARTICLE 7 – APPOINTMENTS

A. Notice of Appointments

Association members shall receive notice of appointment as soon as practicable, with the goal of receiving such notice no later than seven (7) days before the start of the semester in which the adjunct faculty member has been appointed to teach. Such appointment shall be made for a particular course(s) and term only. Failure to issue the notice of appointment within the seven (7) day period referenced herein shall not be subject to the grievance procedure.

B. Cancellation of Appointments

If an appointment is canceled on less than seven days’ notice, and it is the first time that the member has been appointed to teach the particular course, the member will receive a payment of \$300 for the time spent in preparation for the course. No payment will be due if the member has previously taught the course.

ARTICLE 8 – PROFESSIONAL DEVELOPMENT

- Association members shall be permitted to participate in the College’s professional development programs for full-time faculty members. IN addition, Association members who are asked by the Academic Vice-President to participate in outside professional development programs or activities may be reimbursed for reasonable and necessary expenses at the discretion of the College.
- An adjunct Professional Development Committee, consisting of up to three Association members, shall convene from time to time to review and identify opportunities for professional development activities for Association members which will enhance their effectiveness as instructor and benefit the College. The Committee shall periodically report its findings and recommendations to the Vice President of Academic Affairs.

- C. Adjunct Association members may be required to attend at least one professional development program and/or College meeting per semester unless there are professional scheduling conflicts that prevent such attendance. If the Adjunct Association member is unable to attend at least one such activity or meeting in a semester due to professional scheduling conflicts, the member shall be available to meet with the Division Chair or designee to review professional development and/or Division matters. The adjunct will be compensated at the rate of \$50 per session for such attendance.

ARTICLE 9 – ACADEMIC FREEDOM POLICY

The concept of academic freedom shall be fostered at Niagara County Community College in accordance with the following statement adopted at the May 12, 1960 meeting of the State University of New York Board of Trustees:

“It is the policy of the University to maintain and encourage full freedom within the law, or inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. In his/her role as citizen and faculty member, he/she has the same freedoms as other citizens. He/she should be mindful, however, that in his/her extramural utterance se/she has an obligation to indicate that he/she is not an institutional spokesman.”

While an alleged violation of this article may be subject to the grievance procedure herein, it shall not be arbitrable.

ARTICLE 10 – GOVERNANCE

Adjunct faculty members share a common community of interest with other stakeholders at the College. Accordingly, adjunct faculty will have access to all levels of College governance normally open to full-time faculty members. This includes attendance at meetings of the Faculty Senate and department or program meetings when discussions may include matters directly related to the work of adjunct faculty.

ARTICLE 11 – TOBACCO FREE ENVIRONMENT POLICY

Members of the Association are subject to the College’s Tobacco Free Environment policy in all respects. Applicable disciplinary measures outlined in the policy will be enforced through payroll deduction. Fines not recoverable through payroll deduction will be turned over to a collection agency.

ARTICLE 12 – PARKING PERMITS

The College will provide the same type parking decal that it provides full-time faculty (subject to any decal fee established by the College). It is the responsibility of the unit member to display the current year's decal. Use of the parking decal by any other person not authorized to use the decal will subject the member to disciplinary action. Any parking tickets issued to the member for not having a parking decal properly displayed or for displaying an out-of-date parking decal are not subject to the grievance/arbitration procedure.

ARTICLE 13 – FULL-TIME TEACHING FACULTY VACANCIES

In the event that any full-time teaching faculty position at NCCC becomes vacant, the College will notify the Adjunct Association of the vacancy.

ARTICLE 14 – GRIEVANCES

Section 1 – DEFINED

A grievance is a complaint by an employee or the Association that the College has violated a particular provision of this Agreement.

Section 2 – GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employee shall verbally or in writing present the basis for his/her dispute to his/her direct supervisor in an effort to resolve the grievance.

Step 2: If the matter is not resolved at Step 1, the Association or the employee may, within 14 calendar days of the occurrence of the claimed Agreement violation, present the grievance in writing to the College Director of Human Resources. Representatives of the parties shall meet within ten (10) calendar days of the presentation of the Second Step grievance to discuss the grievance.

Step 3: In the event that the grievance is not resolved at Step 2, the Association may submit the issue to arbitration in accordance with the rules of the Public Employment Relations Board. The Association must file a demand for arbitration no later than 30 calendar days from the presentation of the written grievance at Step 2.

Section 3 – MISCELLANEOUS PROVISIONS

- a. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this Agreement.

- b. The fees and expenses of the arbitrator shall be shared equally by the parties.
- c. The arbitrator's decision shall be final and binding upon the parties, except that it shall be subject to the provisions of CPLR Article 75.
- d. The grievance procedure is the exclusive method for resolving any matter that is covered by a provision of this Agreement.

ARTICLE 15 – LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 16 – SAVINGS AND SEPARABILITY

If any provision of this Agreement or any application of it to any employee is found to be contrary to law, such provision or application shall be of no further force or effect, but all other provisions and applications shall continue in full force and effect to the extent permitted by law. This Agreement sets forth the full and complete commitments between the parties. During its term, this Agreement may not be altered, changed, added to, deleted from or otherwise modified except by the voluntary, mutual consent of the parties evidenced by a written, dated and signed amendment to this Agreement.

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto, by and through their authorized officers, have caused this instrument to be executed in the following manner:

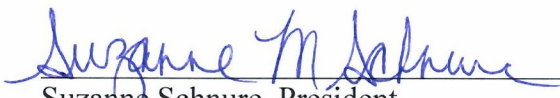
FOR NIAGARA COUNTY COMMUNITY COLLEGE



President

12/16/25
Date

**FOR NIAGARA COUNTY COMMUNITY COLLEGE
ADJUNCTS ASSOCIATION**



Suzanne Schnure, President
Niagara County Community College
Adjuncts Association

12/16/2025
Date