

AGREEMENT

BETWEEN

NIAGARA COUNTY COMMUNITY COLLEGE

AND

**NIAGARA COUNTY COMMUNITY COLLEGE ADJUNCTS
ASSOCIATION, NYSUT/AFT, AFL-CIO**

FOR A PERIOD

SEPTEMBER 1, 2015 – AUGUST 31, 2020

NCCC ADJUNCTS ASSOCIATION

ARTICLE 1 – RECOGNITION CLAUSE

This Collective Negotiations 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 purposes 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, 2015 and shall remain in effect until August 31, 2020.

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, classifications 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.

Section 5 – COPIES OF AGREEMENT

Within 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 5 – WAGES

A. Lecture and Lab Rates

Lecture and Lab Rates will be increased by 1.75% each year for five (5) years, as follows:

Effective Date	Lecture Hour	Lab Hour
September 1, 2015	\$743	\$666
September 1, 2016	\$756	\$678
September 1, 2017	\$769	\$690
September 1, 2018	\$783	\$702
September 1, 2019	\$797	\$714

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 member 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 service to students will be compensated at a rate of \$25 per hour.

ARTICLE 6 – 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.

ARTICLE 9 – 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 10 – 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 11 – 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 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 12 – 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 13 – 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

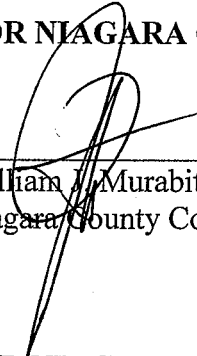
The procedural steps of the grievance procedure shall be as follows:

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.

SIGNATURES:

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

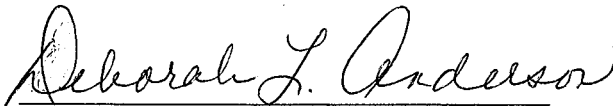
FOR NIAGARA COUNTY COMMUNITY COLLEGE



William J. Murabito Ph.D., Interim President
Niagara County Community College

8/22/18
Date

**FOR NIAGARA COUNTY COMMUNITY COLLEGE
ADJUNCTS ASSOCIATION**



Deborah Anderson, President
Niagara County Community College
Adjuncts Association

8/21/18
Date