

Niagara County Community College
3111 Saunders Settlement Road
Sanborn, NY 14132

**AGREEMENT BETWEEN
NIAGARA COUNTY COMMUNITY
COLLEGE
AND THE
FACULTY ASSOCIATION OF
NIAGARA COUNTY COMMUNITY
COLLEGE**

SEPTEMBER 1, 2022 – AUGUST 31, 2027

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ARTICLE 1 – PREAMBLE/DURATION

- 1.1 The parties to the Agreement, Niagara County Community College ("College") and the Faculty Association, Niagara County Community College, ("Association"), in order to effectuate the provisions of the Public Employment Fair Employment Act, and to encourage and increase effective and harmonious work relationships, agree as follows:
- A. Term: This Agreement will be effective as of September 1, 2022 and shall remain in effect until August 31, 2027.
 - B. Negotiations for a Subsequent Agreement - shall commence no later than March 1st of the last year of this agreement.

ARTICLE 2 – DEFINITIONS

As used in this Agreement, the following terms shall mean:

- 2.1 COLLEGE: Niagara County Community College.
- 2.2 FACULTY: All full-time members of the college academic, para-professional, non-ranked professional, and non-credit professional staffs as defined below.
- 2.3 ACADEMIC STAFF: Faculty members having full academic rank.
- 2.4 FULL ACADEMIC RANK: Faculty members having the payroll title of: Professor, Associate Professor, Assistant Professor, Associate Professor, Assistant Professor, Instructor, Librarian, Counselor.
- 2.5 NON-RANKED PROFESSIONAL: Faculty members having the payroll title of: Audio Visual Specialists, Assistant Audio Visual Specialist, Supervisor of College Nursing Services, Computer User Liaison, Program Administrator, Registrar, Coordinator of Minority Outreach, Coordinator of Distant Learning, and Network Manager.
- 2.6 PARA-PROFESSIONAL STAFF: Technical Assistants.
- 2.7 NON-CREDIT PROFESSIONAL STAFF: Faculty members having payroll titles of Non-credit Instructor and Non-credit Program Coordinators.
- 2.8 NEGOTIATING UNIT: All full-time members of the faculty but excluding the

President, the Vice Presidents, Deans, Associate Deans, Assistant Deans, Directors, Associate Directors, Assistant Directors, Administrative Assistants, Director of Educational Development, part-time faculty, and civil service employees.

- 2.9 ASSOCIATION: The Faculty Association of Niagara County Community College.
- 2.10 ASSOCIATION MEMBERS: All members of the negotiating unit who are members of the Association as evidenced by the payment of membership dues.

NOTE: All references to his/her in this contract shall mean both male and female persons covered by this Agreement.

ARTICLE 3 – RECOGNITION

- 3.1 The Faculty Association of Niagara County Community College is recognized by the Niagara County Legislature and the Niagara County Community College Board of Trustees for purposes of collective negotiations, pursuant to the New York Public Employees' Fair Employment Law, as the exclusive negotiating agent of the negotiating unit.
- 3.2 The Association is hereby granted unchallenged representation for the maximum period allowed by law.
- 3.3 Division Chairperson Bargaining Unit Status. The title of Division Chairperson is included in the bargaining unit. (Effective 9/1/80).

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF EMPLOYER

- 4.1 The Board of Trustees and the Niagara County Legislature hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by law.
- 4.2 The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they may deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 DUES DEDUCTION:

- A. DUES: 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 of the first twenty-two (22) pay periods of the academic year.
- B. GOVERNMENTAL AFFAIRS: The College shall annually deduct \$25.00 from the first pay in October for each Association member. Written authorization for such deduction shall be on a form provided by the Association entitled “Governmental Affairs Deduction.” Previously elected deductions shall remain in effect until rescinded by the individual or until his or her retirement. Money collected by the College shall be forwarded to the Chair of the Faculty Association Governmental Affairs Committee.

5.2 SAVE HARMLESS: The Association shall indemnify and hold harmless the College and its officials and employees from any cause of action, claim, loss or damages incurred as a result of the College's deduction from employees pursuant to this Article.

5.3 FACULTY ASSOCIATION DAYS: The union shall be permitted three (3) unpaid leave days for union business. In addition, the President of the College may authorize up to three (3) additional days with pay.

5.4 SHARING OF DATA: The College and County shall agree to furnish existing non-working documents or information in existing format to the Association on request, in writing, to assist the Association in developing intelligent, accurate, and informed constructive proposals for negotiations and in administering the contract on behalf of the faculty.

5.5 FACULTY ASSOCIATION PRESIDENT - REDUCED SCHEDULE: The Faculty Association President shall be allowed a reduction of six (6) hours lecture/lab per semester from normal load to allow for the administration of the collective bargaining agreement. In the event the President is a non-teaching faculty member, the President shall be released from six (6) hours per week.

The Faculty Association President who is a 10-month employee will receive a 6 credit hour payment over the summer to carry out union duties. The period covered is from commencement to the start of the fall semester.

5.6 FACULTY SENATE PRESIDENT: The President of the Faculty Senate shall receive a 3 credit hour load reduction each semester.

- 5.7 RELEASE TIME FOR NEGOTIATIONS: A maximum of three (3) members of the negotiating team of the Faculty Association of Niagara County Community College shall be permitted time off from their duties to attend negotiating sessions.
- 5.8 NO STRIKE PLEDGE: Pursuant to the provisions of subdivision 3 (b) of Section 207 of the Public Employees' Fair Employment Law, the Faculty Association of Niagara County Community College affirms: "That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike'.
- 5.9 UNPAID LEAVE - FACULTY ASSOCIATION OFFICER: The College shall grant a maximum of one (1) leave of absence without pay for the employees in the bargaining unit for the purpose of serving as an elected officer for the local union or one of its affiliates for a maximum of two (2) years. The College shall grant a maximum of one (1) leave of absence without pay to an employee in the bargaining unit for the purpose of serving as a staff member of the union or some of its affiliates for a maximum of two (2) years. Employees on such leave of absences shall have their salary adjusted for the two (2) years as if their service was continuous.
- 5.10 LABOR-MANAGEMENT COMMITTEE: In the spirit of collegiality, the President of the Association or a committee of members from the Faculty Association shall meet periodically with the President or his/her designated representative(s) to discuss topics of mutual concern. The committee so formed of five (5) members appointed by the President of the College, and five (5) appointed by the President of the Association shall be known as the Labor-Management Council.
- 5.11 USE OF COLLEGE FACILITIES:
- A. The Association is granted the use of College facilities (e.g.; bulletin board, meeting rooms, mail boxes, electronic communication systems), as are necessary for the conduct of its proper business (e.g. communications with its members, elections, meetings of its membership and committees). This use is granted, provided that it does not interfere with normal operations of the college and subject to the College's internal assignment of space and bulletin board procedures and in accordance with the College's electronic communications policy.
 - B. The Association may request use of College facilities for recreational or social purposes in accordance with established College policies and procedures.
- 5.12 FACULTY ASSOCIATION MEETINGS: No more than two Association meetings shall be scheduled each semester between 12:30 - 2:00 pm and subject to the College's internal assignment of space procedures.

ARTICLE 6 – ACADEMIC YEAR

- 6.1 The first day of classes for the fall semester shall begin at the discretion of the college president but in no event earlier than the Monday before Labor Day. The purpose of this provision is to grant the college flexibility to schedule the first day of classes in relation to the manner in which the calendar falls in any particular year. It is not intended to result in the continual start of classes on the Monday before Labor Day.

The College shall notify the Association of the academic calendar for the academic year no later than the end of February preceding the academic year. Workdays for 10-month teaching faculty during the academic year shall consist of the following:

	75 days	Fall Semester.
	76 days	Spring Semester
	11 days	Non-instructional (in accordance with Article 6.2)
Total	162 days	

- 6.2 NON-INSTRUCTIONAL DAYS: In addition to the general makeup of the academic year as noted above, the College shall assign eleven (11) non-instructional days for all faculty members. Eleven (11) non-instructional days, included in the 162 day schedule noted above, shall be days that teaching and student advisement should not be assigned to a faculty member. Non-instructional days shall generally be used for the following purpose:

- A. College Days: Two (2) days to be scheduled immediately prior to both the fall and spring semesters (four days total). To be used for planning, preparation and meetings prior to the start of the semester.
- B. All Purpose Days: Five (5) days to be scheduled by the College during the academic year (10 months) for purposes of professional development, activities related to recruitment and activities related to program development and/or planning at the program division or college level.
- C. End of Year Wrap-up Day: Day established for the faculty to complete related, but non-teaching responsibilities, such as completion of grade books, attendance verification, submission of grades and examinations, special assignment outcome reports, return of all keys and general clean-up of faculty office scheduled on the Monday following commencement.
- D. Commencement: Day for Commencement Exercises.

6.3 TEN-MONTH APPOINTMENTS:

A. Parameters (Work-Year): Unless terms and conditions of their appointment otherwise provide, the regular appointment year for members of the academic staff on ten-month appointments shall commence on the first College Day of the fall semester and extend through the End-of-the-year Wrap-Up Day. Commencement exercises will be no later than the third Sunday following the end of final examinations.

B. Maximum Work Days

(1) Full Time Teaching Faculty	162 days
(2) Division Chairpersons	176 days
(3) Technical Assistant (para professional)	176 days
(4) Librarians and Counselors	176 days

6.4 ACADEMIC STAFF ASSIGNMENTS:

Academic staff shall be available for assignment, without additional pay, during their pertinent appointment years, excluding holidays and recess periods pursuant to Section 16.2. If circumstances require it, full-time teaching faculty may be assigned to work student advisement or registration during holiday and recess periods and will be paid at a rate of \$40/hour in person or \$20 per student remote session. Appropriate qualified volunteers within the work unit (as defined in Section 13.7) will be considered. If circumstances require it, full-time teaching faculty may be requested to volunteer to work student advisement or registration during timeframes that are not part of their period of appointment. If they perform this work, they will be compensated at the rate of \$40 per hour in person or \$20 per student remote session.

Teaching faculty who volunteer to work advisement and registration sessions on Saturday / weekday evenings shall be paid as follows: on campus (paid at \$40 per hour); or remotely (paid at \$20 per student). Additionally, Librarians and Non-Ranked Professionals who volunteer to work on a Saturday will adjust their schedule. Technical Assistants who volunteer to work on a Saturday will be paid \$40 per hour for in-person assignments if not during their regularly worked schedule.

6.5 ADDITIONAL ASSIGNMENT FOR NURSING DIVISION FACULTY:

In addition to any other assignments noted in this article, full time teaching faculty in the Nursing Division may be assigned to work on curriculum development and evaluation activities related to ACEN accreditation criteria for a maximum of two (2) days in the post semester non-recess period in May at compensation equivalent to their per diem (ten month) rate.

6.6 ACADEMIC ASSIGNMENTS - 10 MONTH DIVISION CHAIRPERSONS, AND REASSIGNED FACULTY WITH COMPARABLE LOAD REDUCTION:

- A. Compensatory Days: In relationship to the expanded instructional work effort of the academic calendar commencing in 1984-85, four additional compensatory days shall be awarded to such staff within the ten (10) month work year with the prior approval of the appropriate Vice President. Compensatory time referred to above may be granted in one-half day increments and shall not conflict with a staff member's instructional responsibilities.

6.7 ADDITIONAL ASSIGNMENT FOR CURRICULUM ACCREDITATION (NATIONAL ORGANIZATION)

Ten-month faculty involved in a curriculum accreditation process by a national organization (e.g. CAAHEP, TACABET) shall be compensated in the following manner:

- A. At minimum, two 10-month faculty members, as approved by the Office of Academic Affairs, shall compose the self-study team and be responsible for all aspects of the accreditation process from inception to completion. This includes but is not limited to collecting and compiling of data; drafting and completing the self-study report according to accreditation guidelines and college schedules; assisting in the arrangements for the site visit; responding to the initial accreditation report and all follow-up requests/reports; assisting with and guiding any necessary curriculum changes through internal and external governance bodies; and working with the respective department/division/ administrator to implement any changes where necessary.
- B. The total compensation allocated for the entire accreditation process of each curriculum shall be a sum equivalent to twelve (12) lecture hour's overload. This compensation shall be evenly divided among the 10-month faculty on the self-study team and shall be paid in equal installments over a calendar determined by the College (not to exceed eighteen consecutive months); from the beginning of the process through the final decision regarding the accreditation by the national organization.

6.8 TEACHING CREDIT COURSES TO HIGH SCHOOL STUDENTS

In regards to teaching Niagara County Community College credit courses to high school students, the College will abide by the SUNY Guidelines, make a good faith effort to obtain permission from the school districts for NCCC faculty to teach courses at the high schools or have classes of high school students meet on the college's campus and be instructed by the college's faculty.

In the event that the parties agree by written agreement, that utilizing high school

teachers to instruct these classes is the only means of instruction that will allow for these students needs to be met, then the following conditions shall apply:

- A. No high school teacher shall teach NCCC courses who is not determined to be minimally qualified by the Divisions Chair in whose Department the course is traditionally taught. In almost all cases, a Master's Degree in the subject area to be taught will be the minimum requirement. High school teachers who have successfully taught credit courses for the college for several years and who meet with the approval of the Division Chair as being minimally qualified may continue to teach such courses as they have in the past.
- B. The college will assign a member of the NCCC full time faculty as a liaison to each high school faculty member teaching NCCC college credit courses. The liaison will be a member of the department (Work Area) and division (Work Unit) that traditionally offers the course(s). The liaison will be recommended to the Academic Vice President by the Division Chair. In the event no faculty member in the work area desires to or can serve as liaison, another Work Unit faculty member or the Division Chair may serve in his/her place. (See 6.8(F) Compensation).
- C. No faculty member who wishes to teach an overload course will be denied such opportunity while courses from his/her work area are being taught in high schools.
- D. No faculty member shall be retrenched or non-renewed in a work area, due to enrollment, while courses in his/her work area are being taught in high schools.
- E. Full time faculty will forego their right to designate the high school courses taught by high school faculty as their overload preference (Article 7.4).
- F. Compensation for each faculty liaison shall be one third (1/3) of the lecture and/or lab contact hours associated with the first course section taught at each high school that he/she is liaison to. (See below for job responsibilities load reductions may be taken in lieu of compensation with permission of the Chair and Academic Vice President.)

For additional CAP sections, remuneration will be as follows:

First course: 1 credit;

Second course, same course, same high school teacher: .5 credit;

Third course, same course, same high school teacher: .5 credit;

Fourth or more course, same course, same high school teacher: 0 credit.

1. College Acceleration Program (CAP) faculty liaisons are required to conduct

a site visit yearly for each class they receive compensation for. During this time, the CAP teacher will work closely with their assigned faculty liaison to ensure academic continuity and adherence to the master syllabus.

2. Each semester (or year, for year-long CAP sections), CAP faculty liaisons must submit a course oversight form to document all ongoing discipline specific interactions and continued master syllabus adherence with their assigned high school teacher(s).
 3. Each semester (or year for year-long CAP course sections), CAP faculty liaisons must complete a Classroom Visit Report and accompanying paperwork to ensure adherence to the master syllabus with their assigned high school teacher(s). CAP faculty liaisons must ensure that SLO information is provided to NCCC by the high school teacher. The teacher is expected to review and sign the Classroom Visit Report. In order to receive compensation, CAP faculty liaisons must submit paperwork by January 30 (fall sections) and June 30 (spring and full-year course sections).
 4. Additional faculty liaison compensation may be requested for CAP special assignments. Special assignments and its accompanying compensation are at the discretion of the CAP Coordinator and Vice President of Academic Affairs.
- G. Travel expenses shall be provided to faculty liaisons at the standard college rate upon submission of appropriate expense vouchers.
- H. Duties and Responsibilities of the Liaison shall be as follows:
1. Assist in the assessment of high school qualifications to teach NCCC course(s).
 2. Provide and explain course syllabus.
 3. Insure appropriate textbook and course materials are acquired and utilized.
 4. Meet with the high school teacher, as necessary, to discuss the methods and issues related to teaching the course and actual time spend on instruction to comply with SUNY and State Education Department requirements.
 5. Where necessary and required, help to secure available laboratory and library resources so that students may have opportunities to participate in some instructional activities, on the NCCC campus. Observe classroom instruction at least once per semester.
 6. Observe classroom instruction at least once per semester.
 7. Assist in the resolution of any instructional issues.

8. Assist in the design of instructional assessments of student performance.
9. Insure that rosters for census data are submitted according to College policy.
10. Insure that all student evaluations of instruction (IDEA Forms) are administered in accordance with College policy.
11. Insure that only qualified students have registered for the course (i.e. pre-requisites and basic skills tests where required).
12. Maintain communication with teacher and Division Chair on an on-going basis.
13. Insure that all final rosters, grade books etc. are turned in to the College Records Office in accordance with the College calendar and policy
14. Make recommendations to the Division Chair, and Vice Presidents of Academic Affairs and Lifelong Learning concerning the continuation of partnerships utilizing the same high school teacher and resources at the end of each semester.

ARTICLE 7 – WORK HOURS, WORK LOAD, AND CONDITIONS OF EMPLOYMENT

7.1 STUDENT ENROLLMENT AND TEACHING LOAD:

A faculty member may request or be requested to teach two sections of the same course meeting at the same time. Such "double sections" shall be approved provided that

- (1) The increased student capacity can be accommodated in an appropriate classroom or lecture hall.
- (2) The course section being doubled is pedagogically appropriate for large lecture instruction.

The teaching faculty member, program coordinator, head of the division, and Vice President of Academic Affairs must approve each instance of double section instruction.

- A. Each division chairperson may recommend maximum student enrollment in each section.
- B. Teaching loads are based on contact hours assigned.
- C. Teaching loads, under normal circumstances, will be 30 lecture hours or 36 lecture/laboratory hours per academic year with approximately equal distribution between the semesters. Nursing faculty shall have teaching loads, under normal circumstances, of 32 lecture/laboratory hours per academic

year.

D. Where the total load exceeds 450 student contact hours in any semester due to large lecture assignment, the Division Chairperson may recommend reduction to a minimum of 12 lecture hours or 15 lecture/laboratory hours. Load reduction is not granted for course and curriculum development and other such normal professional obligations.

E. A faculty member may request or be requested to teach two sections of the same course meeting at the same time. Such "double sections" shall be approved provided that

(1) The increased student capacity can be accommodated in an appropriate classroom or lecture hall.

(2) The course section being doubled is pedagogically appropriate for large lecture instruction.

The teaching faculty member, program coordinator, head of the division, and Vice President of Academic Affairs must approve each instance of double section instruction.

7.2 MAXIMUM OVERLOAD

Full-time faculty are permitted to teach a maximum of seven (7) credit hours per semester on an overload basis for which compensation will be granted contingent on the College's need for such overload teachings. In extenuating circumstances, this limit may be waived.

7.3 ASSIGNMENT TO EVENING COURSE WORK

All full-time faculty appointed as of and subsequent to September 1972 may be assigned to evening courses as part of the faculty member's normal load. All full-time faculty appointed before September 1972 may request an evening assignment as part of normal load. If retrenchment occurs in a work area, (pursuant to Article 13) full-time faculty members may be assigned evening courses regardless of initial date of appointment.

7.4 OVERLOADS AND SUMMER COURSES - FIRST PREFERENCE TO FULL TIME FACULTY MEMBERS

Full-time faculty members shall be given first preference to all overloads and summer courses in their work unit offered by the College if such faculty members are qualified to teach such courses as determined by the Vice President of Academic Affairs.

7.5 INDEPENDENT STUDY

Independent study will be permitted where the Academic Vice President in consultation with the appropriate Division Chair has approved such instruction and the faculty member has consented to engage in such instruction. A faculty member shall be paid \$100.00 per credit hour / per student, where a credit hour is equivalent to 45 student activity hours including 8 hours of contact between the student and faculty member. Payment pursuant to this section applies only to overload for the offering of credit hour(s) for student(s) not scheduled as normal College course offerings within the semester's register of courses in the semester in which such instruction is offered.

7.6 OFFICE HOURS

Each faculty member shall post and hold a minimum of five (5) office hours per week. At least two and a half (2.5) office hours per week must be conducted on campus. The faculty member shall be available for consultation with the student regarding general academic questions and problems, including guidance in course selections. Because advisement is recognized as an important responsibility for all faculty, the faculty shall be available for consultation with students at other times, by appointment.

7.7 PARA-PROFESSIONAL STAFF

- A. WORK YEAR: Para-professional staff members may be assigned to work a twelve month or ten month work year. Paraprofessional staff on a ten-month work year shall consist of 176 days, and shall commence on the first official faculty work day (Preparation Day), in the fall semester through Commencement exercises exclusive of any holidays and recess periods authorized under this agreement.
- B. WORK BEYOND NORMAL 10 MONTH SCHEDULE: Para-Professionals may be assigned to work up to ten (10) days in addition to the normal 10 month schedule. Such ten (10) days must be consecutive but may be split into a maximum of two segments. Compensation for such time shall be equivalent to the daily ten month rate (See the annual work day/per diem calendar for 10 month TA's).
- C. Technical Assistants who are required to work on Saturdays as part of their normal work week shall be assigned to work those Saturdays and have two (2) consecutive days off in a week.
 - 1. (a) Notice of the Saturdays that TA's who are required to work Saturdays as part of their normal work week will work shall be given to Technical Assistants at least one (1) month prior to the beginning of the semester in which the Saturdays will be worked.
 - (b) Any change to TAs' regular schedule shall be given with one (1) month's

notice to the TA.

2. TA's required to work Saturdays as part of their normal 35 hour work week will be scheduled such that they have one entire day off between Monday and Friday. TA's may request to work 35 hours over a six (6) day period Monday through Saturday with their supervisor's approval.
3. Supervisors shall have the right to schedule TA's to work outside their regular scheduled shift on a Monday through Friday a maximum of five (5) times during each semester without additional compensation. Such assignments shall be made in inverse order of seniority (department-wide) in a particular area. Before making any such schedule adjustment, the College shall first make a request for volunteers to work the assignment in question, and shall only assign TA's to work the assignment if there are no volunteers.
4. If a supervisor schedules a TA to work outside their regular scheduled assignment more than five (5) times in a semester, then such TA shall be paid the TA's per diem rate for each hour worked during each assignment beyond the first five in a semester.
5. If a supervisor schedules a TA to work more than thirty-five (35) hours in a week, then such TA shall be paid the TA's per diem rate for each hour worked beyond thirty-five (35) hours within the week.
6. TAs will no longer need to use the paid time benefits described in Article 16 during the eleven (11) Fridays in the summer, and will instead not be scheduled to work those eleven (11) Fridays.

7.8 DIVISION CHAIRPERSONS

- A. WORK YEAR: Division Chairpersons may be assigned to work a twelve (12) month or a ten (10) month work year. A twelve month work year shall consist of a maximum of 231 work days, and a ten month year shall consist of 176 work days.
- B. WORK BEYOND THE 10 MONTH WORK YEAR: Division Chairpersons not assigned to twelve (12) month appointments shall be assigned to work a minimum of sixteen (16) workdays and up to twenty (20) workdays during the summer period after Commencement. Workdays beyond twenty (20) will be by mutual agreement by the Chairpersons and the College President. Compensation for such summer assignments shall be the 10 month daily rate (see the annual work days/per diem calendar for 10 month Division Chairs and 10 month NRP).
- C. MAXIMUM COURSE LOAD: Division Chairpersons may teach a maximum of six (6) credit hours per semester.

- D. LIMITS ON EVALUATIONS OF UNIT MEMBERS: Division Chairpersons shall not make evaluations of other members of the bargaining unit, except as an elected member of the Promotion, and Early Tenure Committee. However, such employees may make recommendations to bargaining unit members for their improvement. Such recommendations shall be held confidential between the parties.

7.9 COUNSELORS AND LIBRARIANS

- A. WORK YEAR: All counselors and librarians shall be given academic rank. Counselors and librarians hired after January 1, 1981, may be employed on a ten (10) or twelve (12) month basis. Employees hired on or before December 31, 1980 may request to change their schedule to a ten (10) month assignment, consisting of 176 work days. A ten (10) month appointee shall be appointed to an equivalent number of consecutive weeks which equal the number of consecutive weeks or portion thereof in the normal ten (10) month appointment year. Employees on such ten-month appointment shall have a total of five (5) days off at Spring Recess and a maximum of four (4) days off between Christmas Day and New Year's Day.
- B. SCHEDULE ADJUSTMENT:
1. Supervisor shall have the right, subject to the exception noted below, to schedule such staff members a maximum of ten times during each semester (spring, fall, summer) on other than day shift, Monday through Friday (i.e. evenings) without additional compensation. If the appropriate Supervisor schedules such staff members more than noted above, or more than thirty-five (35) hours per week, then such staff members shall be paid twenty (\$20.00) dollars per hour for all hours worked over thirty-five (35) hours or for times worked in addition to the number of times set forth above.
 2. EXCEPTION: The exception to the above limitations is where faculty members have been or will be hired with the expectations that schedules other than day shift, Monday through Friday, are part of normal schedule.
 3. LIMITS ON SCHEDULE CHANGES: Faculty members shall not have their schedules changed for a minimum of three months. If faculty members' schedules are changed, he/she shall have a minimum of 30 calendar days notice, except in cases of emergencies.
- C. EVENING ASSIGNMENTS:
1. Management has the right to assign evening work to counselors to any of the Student Services unit areas (as defined by Article 13.7(K)). Assignments to areas not normally assigned during the day shall not be used as part of the evaluation process.

2. The College will request volunteers first and assign evenings in an inverse order of seniority (college-wide) in a particular area, subject to employer's work requirements.

7.10 COORDINATOR OF CCI DAY: The remuneration for a unit member to serve as the Coordinator of CCI Day will be equivalent to a three (3) lecture hour course. In addition, when the College wishes to select a bargaining unit member to work with the Coordinator with the understanding that person will become the Coordinator of CCI Day for the next academic year, that person will be remunerated at the rate which is equivalent to a one (1) lecture hour course.

7.11 SAFETY AND SECURITY

- A. No faculty member shall be required to work under unsafe conditions or to engage in activities which endanger his/her health, safety, or wellbeing.
- B. In order to aid in assuring this, as well as for the safety and well-being of students, College personnel and College property, faculty members shall give proper instruction in the use of tools and laboratory equipment and properly supervise their use. Furthermore, all safety regulations established by the College, for the safety and security of persons and property shall be obeyed.
- C. College closing shall be governed by the following:
 1. The College Sanborn and NFCI locations will announce closings/cancellations through the media.
 2. If the College announces that the College is closed, then no unit members will be required to report for the duration of the closing. If the College announces that classes are cancelled, then teaching faculty will not be required to report for the duration of the cancellation, but all other unit members will be required to report as scheduled.
 3. Any unit members not reporting as required when an above designation is announced, and who can demonstrate that their absence was due to roads being officially closed or impassable public streets will receive pay with no time charged against accumulated leave. Any unit members not reporting as required when an above designation is announced and whose absence is due to factors within their control, such as unplowed driveways, stuck cars or weak batteries, will be docked a day's pay or have the time charged to accumulated leave. In the event that a temporary appointment continues for a full year, it shall be converted to a term appointment for purposes of tenure accrual.

4. Any unit member not reporting as required when an above designation is announced must report their absence no less than one hour prior to the scheduled start time.
5. It is the responsibility of every unit member to be aware of closing/cancellation status under this section and to comply with the above requirements.

7.12 NON-DISCRIMINATION

Niagara County Community College does not discriminate against any employee, applicant for employment, intern, whether paid or unpaid, contractor, student, or applicant for admission based on an individual's race, color, national origin, religion, creed, age, disability, sex, gender identification, gender expression, sexual orientation, self-identified or perceived sex, the status of being transgender, familial status, pregnancy, predisposing genetic characteristics, military status, veteran status, domestic violence victim status, criminal conviction or any other category protected by law. The College adheres to all federal and state laws prohibiting discrimination and sexual harassment in public institutions of higher education.

ARTICLE 8 – ACADEMIC FREEDOM

- 8.1 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 he/she has an obligation to indicate that he/she is not an institutional spokesman".

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

ARTICLE 9 – RECRUITMENT AND APPOINTMENT OF PERSONNEL

9.1 TYPES OF APPOINTMENTS

- A. A continuing appointment (tenure) shall be a full-time appointment to a position of full academic rank or a para-professional position for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with the terms of this agreement.

B.

1. A term appointment shall be a full-time appointment to the faculty for a specific, limited period, which except as otherwise provided by this agreement shall automatically expire at the end of that period unless terminated earlier in accordance with the terms of this Agreement.
2. In the event that a temporary appointment continues for a full year, it shall be converted to a term appointment for purposes of tenure accrual.

C. Other Appointments

1. A temporary appointment shall be an appointment to the faculty for a temporary, unspecified period, which may be terminated at will at any time. Temporary appointments shall only be given when the appointment is not more than (1) one year as a replacement for sabbatical leave, extended sick leave, parenting leave, or other unexpected vacancies and not more than two (2) years for new programs.
2. In the case of a replacement appointment to a position which is vacant due to an approved leave of absence, the replacement appointment will be a temporary appointment. This temporary appointment may continue for the duration of the initial leave and any approved extensions thereof. If a replacement employee continues in service after the temporary appointment expires, time served in a temporary appointment will be converted to a term appointment for tenure and seniority.
3. A grants personnel appointment shall be an appointment to the faculty for the grant period or extension thereof. An employee in such an appointment may be terminated at will at any time. In the event a grant personnel appointment continues after the expiration of the grant as a College operating position, the appointment shall be converted to term appointment for the purposes of tenure accrual.

9.2 RECRUITMENT OF PERSONNEL

- A. Division Chairpersons: Written notification shall be given to the Association and emailed to the entire faculty of new or existing openings to be filled for Division Chairpersons, excluding temporary, interim appointments and changes in payroll title, in order that all faculty may have equal opportunity to apply for the positions. This notification shall include qualifications for the position(s) and shall be given prior to public announcement.
- B. Temporary positions shall be exempted from the above sections where the position is required to be filled with The recommendation by the Division Chair/Assistant Vice President of Academic Affairs and with the approval of

the Vice President of Academic Affairs.

- C. Credit Program Coordinators: If a program coordinator is appointed, each appointment shall be by the President of the College. The President's decision to appoint or remove such coordinator is not reviewable. A program shall be defined as a two-year degree (AA/AS/AOS/AAS) approved by SUNY and registered with the New York State Education Department as well as any associated certificate, noncredit, workforce, and micro-credential offerings. A program coordinator may be assigned a maximum of three (3) programs. The compensation shall be equivalent to one three-hour lecture course for service provided for the academic year for each assigned program. The parties agree to add to or delete from the program coordinator list as necessary. Program Coordinators list attached (See Appendix B).

9.3 PERIODS OF APPOINTMENT

- A. Full Academic Rank
1. Faculty members holding full academic rank who have not been granted a continuing appointment or temporary appointment shall be granted term appointments for a period not to exceed a total of five (5) years of service. Reappointment at the end of five years of service shall be a continuing appointment. Resignation and dismissal shall constitute an interruption in service.
 2. Faculty holding full academic rank under term appointment who are promoted to positions of higher rank shall be given term appointments in the higher rank and shall not lose any rights which they may have in the position from which they were promoted. Reappointment at the end of such term appointment shall be a continuing appointment upon fulfillment of requirements of Section 9.1.
- B. Paraprofessionals: Para-professionals who have not been granted continuing appointment or temporary appointment shall be granted term appointments for a period not to exceed a total of five (5) years of service. Reappointment at the end of five years of service shall be a continuing appointment.
- C. Temporary Appointments: Members of the faculty, no matter what rank held, who serve for temporary unspecified periods shall be granted temporary appointments.
- D. Term Appointments: Written notice that a term appointment is not to be renewed will be given to the faculty member not later than March 1st.
- E. Notice and Acceptance of Appointments

1. In all cases of reappointments, the College will notify faculty members of the terms and conditions of their renewal not later than April 1st.
 2. Faculty members shall notify the College of their acceptance of reappointment not later than May 1st.
- F. Reinstatement with Accrued Rights and Benefits: Faculty members who are rehired by the College before one (1) year has lapsed since their resignation, shall be reinstated with all rights and benefits accrued prior to resignation.
- G. Authority of President to Grant Continuing Appointments: The President may at any time after two years grant continuing appointments prior to five years of service.
- H. Extension of 10 month Appointment to 12 Month: When the College finds it necessary to extend the appointment of a 10-month employee for a period of time that is equivalent to a 12-month year, the employee will receive compensation equal to the difference between their 10-month salary and the 12-month salary for their position (determined by multiplying their 10-month salary by 1.2). In addition, the 10-month employee will be authorized to receive the same sick and vacation benefits as the 12-month employee. Vacation benefits must be utilized during the 12-month period following the effective date of the extended appointment to include the provision that one may carry over a maximum of ten (10) vacation days. During the extended period, such extension will be in accordance with the per diem calendar for the 12 month employee of the same classification (e.g. NRP, TA) and the provisions regarding work during the summer 4 day work week.

9.4 PROCEDURE FOR PROMOTIONS AND CONTINUING APPOINTMENTS

- A. The President of the College shall communicate the decision to the Board of Trustees for promotions and continuing appointments.
- B. Faculty Input for Appointments: An elected committee of the faculty may make recommendations to the President of the College to assist the President in making such recommendations to the Board of Trustees. The committee shall provide a copy of its final report to the President of the Faculty Association. The structure of the committee will be determined by the President of the College with input provided by the President of the Union, and shall reflect the College's academic organizational structure.

The name of the committee shall be the Promotion and Early Tenure Committee. The following guidelines apply to candidates for promotion or early tenure:

1. Persons serving on the Promotion/Early Tenure Committee should not

be considered for the promotion or tenure lists by the committee.

2. Persons serving on the Promotion/Early Tenure Committee should disqualify themselves from any deliberation and/or actions regarding a relative.
3. The Promotion/Early Tenure Committee should be constituted no later than October 31 of the school year during which their recommendations are due.
4. The Promotion/Early Tenure Committee should decide the appropriate time for their meetings.
5. The Committee will establish a list of up to twenty-five names of those persons recommended for promotion and/or early tenure, consisting of the names of carry-overs from the previous year and new nominees.
6. A person added to the promotion list shall remain on the list until promoted or for a period of three years, whichever comes first. If a person is on the list for three years and is not promoted, that person must submit a new portfolio to the Promotion/Early Tenure Committee for consideration for promotion. Subsequent committees shall fill the vacancies on the list to attain twenty-five promotional opportunities.
7. A person on the promotion list for the second or third year shall update his/her vita and portfolio for the committee through his/her representative.
8. The names recommended for promotion and the names of those recommended for early tenure, if any, shall be submitted alphabetically (sorted by rank) with supporting summaries to the Presidents of the College and the Faculty Association no later than the last day of the fall semester. The committee will make no attempt to prioritize its list.
9. Representatives will serve as facilitators for the areas from which they were selected. Their responsibilities include communicating to the faculty interested in a recommendation what is needed by the committee. The individual seeking a recommendation for promotion or early tenure will have the primary responsibility in developing a portfolio that demonstrates success in attaining the qualities considered for promotion (see Article 10.2).
10. A portfolio shall consist of:
 - a. a current vita,
 - b. a summary (two page maximum) written by the individual that explains the individual's accomplishments (since being hired or

- last promotion) in fulfilling the qualities considered for promotion (see Article 10.2),
- c. a maximum of five letters of recommendation from colleagues that provide evidence of the candidate's meeting the qualities considered for promotion. The five recommendation letters should provide specific evidence of the writer's experience with and knowledge of the candidates' accomplishments in terms of any or all of the qualities considered for promotion (see Article 10.2),
 - d. the portfolio may also include summaries of most recent Smart Evals or present evaluation tool (optional), observations (optional), and/or alternative evaluation tools, along with a brief explanation of any anomalies in scores.
 - e. Portfolio shall be returned to candidates at the end of each year so they can update them for the next year's committee's consideration.
 - f. The Portfolio must follow all criteria in the approved rubrics.
11. Candidates should be ready to substantiate with documentation any claims made if the committee requests it.
 12. The final promotion and early tenure recommendation lists submitted to the Vice President of Academic Affairs and to the Presidents of the College and the Faculty Association must have the original signatures of all committee members.
 13. These guidelines shall not preclude logistical procedures the committee may choose to adopt. The committee should be encouraged to explore some attempt to objectify an internal rating system for their use. Any additional guidelines or modifications of these guidelines shall be subject to mutual negotiations in the future.
 14. Faculty Input for Appointments: An elected committee of the faculty may make recommendations to the President of the College to assist the President in making such recommendations to the Board of Trustees. The committee shall provide a copy of its final report to the President of the Faculty Association. The structure of the committee will be determined by the President of the College with input provided by the President of the Union, and shall reflect the College's academic organizational structure.

ARTICLE 10 – PROMOTIONS AND EVALUATIONS

10.1 PROMOTION BASED SOLELY ON MERIT

No minimum length of service in an academic rank shall be required for eligibility for

promotion. Promotions shall be solely on merit.

10.2 QUALITIES CONSIDERED FOR PROMOTIONS AND EVALUATING STAFF

The qualities to be considered in promoting and evaluating members of the academic staff shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the aims of the College. Specifically, such evaluation shall include consideration of such of the following factors as related to the particular type of responsibility with which the faculty member is concerned: (A) Faculty Rubrics and (B) Librarian Rubric.

10.3 ANNUAL PROMOTIONAL OPPORTUNITIES

- A. Upon ratification, the parties shall each appoint three members to a labor management committee to review the criteria in Section 10.2 of the Collective Bargaining Agreement. The committee's task is to make the current criteria more measurable and to assess the rubrics. The committee shall forward its findings and recommendations to the President for consideration.
- B. The College shall budget a minimum of five (5) promotions per year. The Promotion and Early Tenure Committee will determine candidates for promotion using the approved rubric, and will then forward candidates for promotion to the President for final approval.

10.4 STUDENT EVALUATIONS

The student evaluation online system is facilitated by the College electronically. All faculty will have the opportunity to review the results.

10.5 FACULTY MEMBER'S RIGHT TO RESPOND TO WRITTEN EVALUATIONS

A faculty member may respond in writing to any written evaluation report pertaining to him/her. Furthermore, the response will be included in the performance evaluation on the performance management module.

10.6 FACULTY MEMBER'S RIGHT TO REVIEW PERSONNEL FILE MATERIALS

- A. The faculty member may review his/her own personnel file with the exception of references and recommendations from educational institutions and former employers.
- B. A copy of all materials with the exclusion of those as specified in (A) above which are to be placed in the faculty member's personnel file shall be given to the employee prior to being placed in the personnel file. Materials not so provided as of September 1, 1980, may not be used in any manner against the employee.

10.7 DIVISION CHAIRPERSONS

The President of the College has the right to assign or remove Division Chairpersons. Removed Division Chairpersons retain all rights under Article 13 regarding return to teaching position. The President's decision on appointment or removal of department heads or division chairpersons is non-grievable by either an employee or the Association.

ARTICLE 11 – TERMINATION OF SERVICE

11.1 TEMPORARY APPOINTMENTS

The services of faculty members having temporary appointments may be terminated at will by the President of the College. There shall be no right of appeal from such a termination.

11.2 TERM APPOINTMENTS

The services of faculty members having term appointments shall cease automatically at the end of their specified terms. There shall be no rights of appeal from non-renewal of term appointment. Written notice shall be given pursuant to Article 9.3 (D). Term appointments may also be terminated for cause, in which case the procedures in Article 11.5 shall apply.

11.3 CONTINUING APPOINTMENTS

The services of faculty members having continuing appointments may be terminated for cause, for program retrenchment or for financial retrenchment. Cause shall consist of inadequate performance of duties, misconduct, falsifying applications or records, moral turpitude, incompetent or inefficient service, neglect of duty, physical or mental incapacity, conduct unbecoming of a member of the faculty, violation of the terms of this Agreement.

11.4 DISCIPLINE FOR CAUSE

Disciplinary actions for cause which do not include termination shall be in accordance with the following procedure:

When the Vice President of Academic Affairs or Vice President of Student Services has information or has received a complaint against a member of the faculty of the College, containing allegations, which, if true, might serve as grounds for disciplinary action, and he/she deems such information to be substantial, he/she may discuss it with the person concerned and may make such further investigations as he/she deems appropriate. If the Vice President of Academic Affairs or Vice President of Student Services believes that the allegations are true and disciplinary action is appropriate as a penalty, he/she shall serve on the employee, with a copy to the

Union President, the allegations, decisions, and penalty. If the union disagrees with the decision of the Vice President of Academic Affairs or Vice President of Student Services the discipline for cause may be appealed to the President of the College.

11.5 DISCHARGE FOR CAUSE

Termination of a continuing appointment for cause shall be in accordance with the following procedures:

- A. When the President of the College has information or received a complaint against a member of the faculty of the College containing allegations which, if true, might serve as grounds for termination for cause, and he/she deems such information or complaint to be substantial, he/she may discuss it with the person concerned and may make such further investigations as he/she deems appropriate. If he/she believes that charges should be brought against such person, he/she shall cause to be served upon the person concerned, a written statement of the charges against him.
- B. Final action shall not be taken on such charges until after expiration of thirty (30) days from the date of service of such notice upon the person charged, during which time he/she may make a written request to the President of the College for a hearing before the Board of Trustees of the College. If he/she makes such a request, he/she shall be given a hearing as hereinafter provided. If the person does not request a hearing, the President of the College may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees as hereinafter provided.
- C. The President of the College or his/her designee, or both and counsel may be present at the Board of Trustees' hearing and participate in the deliberations or discussions of the Board at such hearing. The faculty member charged shall be entitled to be present, to be represented by any person of his/her own choice, to present witnesses in his/her own behalf and to confront and question witnesses against him. Two representatives of the Association may also be present. All testimony at such hearing shall be under oath. A stenographic record shall be taken of each hearing.
- D. If the person charged fails to attend the hearing, the Board of Trustees may, after receiving the recommendations of the President of the college, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.
- E. If the President of the College deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended

by the President, with or without salary, pending final action upon such charges. If the person against whom charges have been served is suspended without salary and subsequently is reinstated to his/her position by action of the Board of Trustees and no disciplinary action against him/her is taken by the Board of Trustees, he/she shall be paid the salary which he/she otherwise would have received during the period of suspension.

- F. If the person charged has attended the hearing for termination and is not satisfied with the conduct of the hearing or the final decision by the Board of Trustees, he/she may continue to seek redress of grievance as provided for in stage four of the Grievance Procedures.
- G. Working time lost for the purpose of attending a scheduled hearing in accordance with these procedures shall not be charged against the leave time of the faculty member(s) duly scheduled.

11.6 RESIGNATION NOTICE

In cases where it is the intention of faculty members to resign, they must provide 30 days written notice to the President of the College.

ARTICLE 12 – SENIORITY

12.1 SENIORITY DEFINED

Seniority shall be defined as the number of years or portions thereof in a work unit. A year of service shall be defined as twelve (12) contact hours on load in a work unit. An employee may not earn more than one year of service in an academic year in any one work unit.

12.2 SENIORITY ACCRUAL - NON-TEACHING UNIT MEMBERS

- A. Non-teaching bargaining unit members on or eligible for a continuing appointment shall accrue seniority on the basis of years of service in a work unit. A year of service shall be defined as the accrual of ten months full-time service or the ten-month appointment year in a work unit. Such non-teaching bargaining unit members may not earn more than one year of service in a twelve (12) month period.
- B. Employee shall be credited for one calendar month of service so long as the employee worked a minimum of 50 percent (50%) of the scheduled work days in such calendar month.

12.3 EFFECT OF SICK LEAVE ON SENIORITY ACCRUAL

For those full time teaching faculty who, due to illness, complete less than twelve (12)

contact hours on load in a work unit during an academic year, the following interpretation of work unit seniority accrual shall apply:

- A. Completion of actual instruction for 3/4 of semester (12 weeks) and/or a paid sick leave for the same time period will be accorded a full year's seniority.
- B. For those faculty who do not meet condition (A) above, seniority will be accorded on the basis of months actually worked and/or months paid sick leave.
- C. Sick leave without pay shall accrue no seniority.

12.4 SENIORITY LIST

- A. Creation: A committee of four (4) members shall construct a seniority list annually - two (2) members appointed by the President of the Association and two (2) members appointed by the President of the College. The committee shall make recommendations to the President of the College and any dispute among the Committee shall be identified on such recommendations. The President of the College shall resolve such disputes, if any, issue and post a seniority list, and forward a copy to the Union President.
- B. Objections to Placement on Seniority List: Each member of the bargaining unit shall have thirty (30) calendar days in which to object to their placement on the seniority list. Individual bargaining unit members may file such dispute together with back-up material with the President of the College. Failure to respond within the thirty (30) days shall constitute an acceptance of such seniority by the bargaining unit member. The President of the College shall have fifteen (15) calendar days in which to respond in writing. Failure of the President of the College and the individual bargaining unit member to agree shall automatically forward such dispute to an arbitrator selected by the PERB procedures. All disputes concerning the seniority list shall be submitted to one (1) arbitrator and the parties shall continue the arbitration process through the resolution of all disputes.

12.5 EFFECT OF NON-TEACHING ASSIGNMENT ON SENIORITY

If a bargaining unit member is assigned to non-teaching status which results in the bargaining unit member having less than twelve (12) contact hours, his/her seniority shall be adjusted to include a full year of seniority (12 contact hours).

12.6 REINSTATEMENT OF SENIORITY UPON RETURN FROM SABBATICAL LEAVE

A bargaining unit member who is on sabbatical leave shall receive the same seniority accrual as the last year of actual service to the College (semester or year).

12.7 BREAK IN SERVICE - EFFECT ON SENIORITY

A break in College service shall generate no seniority for period of break when it is:

- A. An uncompensated leave of absence.
- B. Resignation(s) or non-renewal(s) followed by rehiring without a one year period of time to a bargaining unit covered position.
- C. A period of time spent in performance of a permanent College Administrative position excluded from the unit.

12.8 LOSS OF SENIORITY DUE TO SEVERANCE

Resignations or non-renewals not followed by rehiring without a one year period of time to a bargaining unit covered position will result in a loss of all previously accrued service time.

12.9 TIE BREAKER WHEN SENIORITY EQUAL

When seniority is equal, the following criteria will be applied in the following order:

- A. Rank - lowest first
- B. Total length of service in the bargaining unit
- C. Date of first appointment letter
- D. Lottery Drawing

ARTICLE 13 – LAYOFF AND PROCEDURE

13.1 CONTINUING APPOINTEES

The services of any member of the bargaining unit on a continuing appointment may be terminated in the event of a program retrenchment. Such program retrenchment shall not be used as a substitute for proper disciplinary procedures. Prior to the reduction of the work force, the President of the Association shall be notified of the need to make such reduction(s). After such notification, if a member of the bargaining unit on a continuing appointment is to be retrenched, the President will notify the initially affected employee(s) and the Association not later than 5 weeks after the first day of classes in the semester.

13.2 EFFECTIVE DATE OF LAYOFF

The effective date of such layoff for purposes of service shall be at the end of the semester that such notice is given. In addition to giving such notice to the employee

and retaining such employee to the end of the semester, an employee on continuing appointment will be given an amount equal to one-half annual pay at the compensation rate paid the employee at the time in which the notice was given. Such termination pay shall be paid in the next preceding thirteen (13) or eleven (11) pay periods at the option of the employee. The terms "layoff" and "retrenchment" shall be interpreted the same.

13.3 ORDER OF LAYOFF

If layoff of unit positions become necessary, the following order of layoff shall apply in any affected work area:

Part-time employees will be laid off prior to temporary and term employees in the initially affected work area. Temporary employees (Article 9.1 (C)) and term employees (Article 9.1(B)) in a work area will not be reappointed prior to laying off continuing appointment employees in the initially affected work area. Employees on a continuing appointment will be identified for layoff in inverse order of seniority within the work area. The exception to the above outlined procedure shall be that paraprofessional staff on a continuing appointment will be laid off prior to any academic staff in the initially affected work area.

13.4 EMPLOYMENT OF PART-TIME PERSONNEL DURING LAYOFF PERIOD

Any programs that require retrenchment of personnel and where the retrenchment of a full-time faculty member would result in a teaching load of less than 24 contact hours for the academic year, and after the College has made a good faith effort to fully load the affected faculty member, and after all provisions of Article 13.3 had been followed, the College will be permitted to hire part-time personnel and continue the full-time employee on retrenchment. A good faith effort shall be limited to offering other courses within the work unit presently being taught by part-time faculty or on an overload basis for which the faculty member is qualified.

13.5 APPLICATION OF SENIORITY RIGHTS TO LAYOFF

When a bargaining unit member is identified for layoff due to reduction of the work force, he/she shall be permitted to exercise his/her seniority rights in a work area within any work unit within which he/she has seniority. This shall be accomplished by bumping the least senior full-time employee in that work area, if he/she has the minimum qualifications necessary to teach in that work area as reflected in the recruitment announcement applicable at the time of hiring the least senior full-time employee in that work area. If the applicable recruitment announcement is unavailable, the minimum qualifications shall be reflected by the most current recruitment announcement for that work area.

13.6 DETERMINATION OF "MINIMALLY QUALIFIED"

A. Work Unit Committee Function

The question of whether or not an identified bargaining unit member is "minimally qualified to teach courses in the work area", as noted above, shall be determined by a work unit committee.

B. Committee Composition

The work unit committee shall be composed of three (3) members selected as follows: (a) Chairperson of the work unit; (b) the most senior full-time faculty member in the work area; (c) the most senior full-time faculty member in the work unit. No more than one (1) member of the committee shall be from the area being bumped. No committee member shall serve if he/she is personally impacted. The second, third, fourth, etc., most senior employee from the work unit shall be appointed to maintain the formulas outlined above. Where a Chairperson does not supervise a work unit, i.e. Student Services Unit, one additional most senior full-time faculty member will be added as provided above. The Committee may be required to function during any and all recess and summer periods if the time restraints indicated so require.

C. Exception to A and B Above

The Committee function, (A) above, and composition, (B) above, shall apply to all work units with the following exception: Public Relations (Article 13.7(M)), where the appropriate Vice President or supervising administrator will determine qualifications.

13.7 FACULTY WORK UNITS AND WORK AREAS

For the purpose of layoff, work areas shall be defined within specific work units as noted below:

A. Business Education Unit

Accounting

Business Administration

Office Technology

Retail Business Management

Sports Management

B. Humanities Unit

Academic Achievement

English/Foreign Language

Philosophy

C. Arts and Media Unit

Audio Recording & Production

Digital Media

Fine Arts

Music

Public Communication

Theater
Animation

D. Developmental Learning Unit

Foundation Mathematics (non-credit)
Foundation Reading/Learning Skills (non-credit)
Foundation Writing (non-credit)
General Studies

E. Life Sciences Unit

Biology
Horticulture
Medical Assistant
Animal Management
Phlebotomy
Physical Therapist Assistant
Radiologic Technology
Massage Therapy

F. Nursing/Surgical Technology Unit

G. Mathematics/Sciences/Technology Unit

Chemistry
Computer Aided Drafting & Design Computer Information Systems/
Computer Science
Engineering Studies
Industrial Process
Mathematics
Mechanical Technology
Physics

H. Hospitality, Tourism, Culinary, Arts Unit

Baking and Pastry Arts
Culinary Arts
Wine and Beverage
Brewery
Distillery

I. Health/Physical Education Unit

Health Studies
Personal Training
Physical Education Studies
Recreation Studies

J. Social Sciences Unit

Anthropology
Chemical Dependency Counseling
Criminal Justice
Economics
Education
Emergency Management
Environmental Studies
History
Human Services
Psychology
Sociology

K. Library Learning Center/Instructional Support Unit

Library Services
Instructional Support Service

L. Student Services Unit

Admissions/Student Development/Student Life

Financial Aid
Registration and Records

L. Corporate Training Unit

M. Public Relations Unit

13.8 LAYOFF/BUMPING PROCEDURE

The sequence of events and applicable deadlines to effect the described layoff and bumping process are as follows (All notices and responses shall be by certified mail):

- STEP 1 First Day Bargaining Unit Member and the Union President shall receive written notice from the President of the College that he/she will be laid off from work area
- STEP 2 Within seven (7) calendar days of step 1 Bargaining Unit Member may request, in writing to the President of the College with a copy to the union, the exercise of his/her bumping rights into a work area within any work unit within which he/she has seniority. Failure to respond within this time limit is considered a waiver of all bumping rights
- STEP 3 Within seven (7) calendar days of step 2 The President will provide to the requesting bargaining unit member the identification of the least senior full-time employee in the work area(s) to which the bargaining unit member has requesting bumping rights. If no employee within the work area selected is less senior to the requesting bargaining unit member, this information will be provided to the bargaining unit member and the unit. In the event there is a junior employee such identified least senior employee shall be given written notice that their position has been identified and subject to bumping privileges
- STEP 4 Within seven (7) calendar days of step 3 In cases where a less senior employee has been identified, the bargaining unit member requests bumping into a work area must provide written documentation and credentials, indicating experience, and qualifications to teach courses within the area. This documentary material must be submitted directly to the President of the College

STEP 5 Within seven (7) calendar days of step 4 The President of the College will direct materials so submitted to all members of the work unit committee in which bumping is requested and the work unit committee will render its determination to the President of the College in writing on whether the requesting bargaining unit member is minimally qualified to teach courses in the work area described in step 4 above, within seven (7) calendar days of its receipt of the submitted material.

Failure of the committee to render a determination within the indicated seven (7) days shall permit the President of the College to determine the question of qualifications. The determination of the work unit committee or the President of the College is not reversible nor is it grievable by any bargaining unit member or the Association.

STEP 6 Within seven (7) calendar days of step 5 The President of the College will communicate the committee's determination or the President's determination to the requesting bargaining unit member, the least senior bargaining unit member, and the union President.

- A. If the determination is that the requesting bargaining unit member is qualified to teach in the work area, the least senior full-time employee will be laid off at the end of the academic semester in which such determination was communicated to the least senior full-time employee.
- B. When such least senior employee is on either temporary or term appointment, no further bumping shall be permitted.
- C. Where the process determines that a least senior full-time employee with a continuing appointment is to be laid off, such least senior employee may exercise his/her bumping rights in the same manner established above.
- D. If the determination of the work unit committee is that the requesting bargaining unit member is not qualified to teach courses in the work area, the initial notice issued to the requesting bargaining unit member is effective at the end of the academic semester that such notice was given.

13.9 BUMPING OF NON-TEACHING BY TEACHING UNIT MEMBERS

In the case of a non-teaching faculty position, the faculty member requesting bumping privileges must be able to document and provide credentials reflecting experience, and qualifications to perform the services and functions of the identified least senior full-time non-teaching employee in the specific work area.

13.10 PROCEDURES WHERE SENIORITY EQUAL

Where seniority is equal, the provisions of Article 12.9 will apply

13.11 USE OF NON-CREDIT COURSES TO AVOID LAYOFF

- A. The College may substitute non-credit courses for credit courses to fulfill teaching load requirements to avoid retrenchment. Combinations of credit and non-credit loads may result from this arrangement. A faculty member, who is assigned a mixed load (credit and non-credit), shall have the credit formula Article 7.1(C) applied to the credit portion of the load and the non-credit hours applied to the non-credit portion of the load. Faculty members who use non-credit courses in this manner may be subject to scheduling on a twelve (12) month basis at the discretion of the Vice President. If faculty members are assigned to a 12 month course, payment would be contract rate plus 20%.
- B. The amount of non-credit responsibility assumed shall be equivalent to the percent of loss between the actual credit hours taught and thirty (30) hours per year; e.g.: twenty-one credit hours is 70% of thirty (30) hours; therefore, 30% of the maximum of non-credit responsibility of fifty (50) hours is fifteen (15) hours per academic year.

13.12 FINANCIAL RETRENCHMENT

A. Defined

A financial retrenchment shall be defined as a reduction in the budgetary line for total personnel services from the previous years adopted total personnel services line adjusted for approved budget increases by the Niagara County Legislature. (see example below). Under such defined financial retrenchment the College will remain dedicated to the principle of maintaining excellence in programs and services offered within the established financial constraints.

Example – Financial Retrenchment Warranted

80 – 81 Budget (line)	7,000,000.00
Approved Budget Increases (Salary, New Positions, etc.)	1,500,000.00
Adjusted 80-81 Budget (line)	5,500,000.00

79 – 80 Budget (line)	6,000,000.00
Adjusted 80-81 Budget (line)	<u>5,500,000.00</u>
Required Financial Retrenchment	\$ 500,000.00

1980-81 budget line as adjusted is less than 1979-80 budget line; therefore, financial retrenchment may take place.

B. Effect

1. The services of any member of the bargaining unit on or eligible for a continuing appointment may be terminated in the event of a financial retrenchment.
2. If a financial retrenchment results in the elimination of a bargaining unit position on or eligible for a continuing appointment, the last such bargaining unit member(s) hired shall be retrenched. For purposes of this provision, total months worked shall count toward seniority accrual, so long as the employee worked a minimum of 50% of the scheduled work days in any such calendar month. (Scheduled work days refer to the annually agreed upon work year/per diem calendar). (See Article 12.2 and 12.3).
3. The President of the College shall give immediate written notice to any affected bargaining unit member and the President of the Faculty Association that he/she shall be laid off. Such notice shall be given no later than seven days before the start of the semester. The date of such notice shall determine the effective date of layoff. Such notification supersedes any and all previous appointment status prior to receipt of the notification.
4. A bargaining unit member on continuing appointment so retrenched shall receive a lump sum payment of equal to one-half of annual salary minus unemployment benefits for twenty-six weeks.

C. Recall

The recall provisions specified in Article 14 shall apply to bargaining unit members terminated as a result of financial retrenchment. The College shall not replace any bargaining unit members terminated under financial retrenchment except where vacancies are not filled through the recall method specified.

D. Grievances Resulting from Financial Retrenchment

Grievances under financial retrenchment are limited to the following:

1. Whether financial retrenchment occurred as defined.
2. Order of retrenchment.

3. Notice.

E. Seniority Accrual – Ten (10) Month Appointees

In determining seniority accrual for the financial retrenchment list, it is agreed that for faculty on ten-month appointments, ten months is the equivalent to a year as follows:

1. Fall semester – August, September, October, November, December (5 months)
2. Spring semester – January, February, March, April and May (5 months)

F. June & July will be spread across the ten months by having each month (August – May) count 1.2 months for purposes of seniority.

ARTICLE 14 – RECALL FROM LAYOFF STATUS

14.1 GENERALLY

A faculty member appointed to a continuing appointment who is laid off from a work area shall be placed on a recall list. An employee who bumps into another work unit shall accrue seniority in that work unit. Seniority once accrued shall not be lost. If the faculty member was laid off and his/her services within the bargaining unit were terminated, the affected faculty member's seniority shall be frozen at the date of such termination. When an employee is recalled, he/she shall receive all previously earned and unused benefits at the date of layoff (sick days, vacation, personal leave).

14.2 PROCEDURE FOR RECALL

- A. Notice of vacancies within any work unit shall be sent to the faculty member's last known address by registered mail and all responses by a faculty member to such notices of vacancies must be submitted to the President of the college by registered mail.
- B. The faculty member's name shall be kept on a recall list for a period of two (2) years; if not recalled during that period, his/her name shall be removed from the recall list.
- C. Faculty members who are recalled to vacancies within their former work unit(s) and do not acknowledge willingness to accept such positions subject to meeting minimum qualifications shall be removed from the recall list.
- D. Faculty members who are recalled to vacancies outside their former work unit(s) and who do not acknowledge willingness to accept such positions shall remain on the recall list.

- E. Where there is more than one (1) qualified faculty member on a recall list, faculty members shall be offered the vacancy on a seniority basis.
- F. Faculty members who wish to be considered for a vacancy must file their credentials and qualifications relative to minimum qualification as listed in the recruitment announcement to the President of the College within ten (10) calendar days of the date of receipt of the notice of vacancy. Failure to respond shall be considered a rejection.
- G. Unit members on the recall list shall be given notice and preference in filling bargaining unit positions before any new employee is hired. (The rule of minimum qualifications as listed in the recruitment announcement shall apply to all recalls). (See Article 13.5 and 13.6 for the process of “minimally qualified”).

ARTICLE 15 – COLLEGE FACILITIES

- 15.1 The negotiating unit pledges full cooperation with the College Administration in utilizing present facilities to the maximum degree possible in conducting a quality education program. The following terms shall serve as guidelines in this effort:
- A. A division shall be informed, in advanced, at the earliest possible date, of any potential changes or moves required from their present facilities.
 - B. Division representatives shall examine the proposed location, in cooperation with the President of the College or his/her representative, and provide their recommendation for the best utilization of the space available.
 - C. The faculty shall make recommendations to the College regarding any serious inadequacy in heating, lighting, ventilation, maintenance, and repairs.
 - D. The faculty shall be consulted on the planned use of new facilities and shall be given the opportunity to advise the President of the College with respect to said matters.
 - E. The College will provide parking space in proximity to instructional facilities for faculty use at no charge.

ARTICLE 16 – LEAVES OF ABSENCE

16.1 **VACATION BENEFITS**

- A. Full-time members of the faculty who serve on a twelve-month appointment year shall be granted annual vacations with full salary for twenty-five (25) working days during each year of their service within the College. Persons who, during any year, have served less than one year, shall be granted annual vacation leaves with full salary for period computed on a prorated basis at the

rate of 2.08 days per completed months of service.

- B. Vacation leave shall be requested by the faculty member, but final scheduling must be approved by the President or his/her designee. Faculty members may carry over a maximum of ten (10) days from one year to the next. Such carry-over of the any unused vacation days, up to the maximum, will be done automatically by the College Human Resources Office by September 30, each academic year.

The College President may require any faculty member to use up all accrued vacation leave in his/her final year of service to the College.

- C. Additionally, in order to facilitate the College's need to shut down during the winter and spring recesses and in an attempt to bring parity between ten (10) and twelve (12) month negotiating unit positions:
 - 1. Twelve-month faculty will be granted a maximum of four recess days off with pay between Christmas Day and New Year's Day (winter recess) and five recess days off with pay during spring recess (the 9th week of the spring semester).
 - 2. Twelve-month faculty, excluding Technical Assistants, in order to facilitate the Colleges need for a four day work week during the summer (which shall commence not earlier than the first Monday after Commencement and end no later than the Friday preceding Labor Day) will be expected to complete the normal five-day assignments in four days. Vacation days will be treated on a one-for-one basis.
- D. Five Day Summer Schedule Alternative: If the decision is made to keep the college open Monday through Friday during the summer, 12-month faculty will be expected to complete the normal five-day assignments in four days (Monday through Thursday or Tuesday through Friday). One month prior to Commencement, they will meet with their immediate supervisor to create a summer office schedule providing for coverage Monday through Friday. Changes in individual faculty schedule (from Monday through Thursday to Tuesday through Friday and vice versa) may be made by immediate supervisors when possible to accommodate vacation days. Changes to accommodate other unforeseen circumstances may occur only as a result of mutual agreement between the twelve-month faculty and their immediate supervisor. Vacation days will be treated on a one-for-one basis.

16.2 ACADEMIC HOLIDAYS

- A. Academic holidays regularly scheduled during the academic year, in accordance with program requirements, shall not be considered vacation leave, and vacation leave shall not be reduced by such academic holidays:

Labor Day, Columbus Day, Veterans Day, Thanksgiving (Thursday and Friday), Christmas, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, and Independence Day.

In addition, the President of the College shall, on or before October 1, designate either Christmas Eve or New Year's Eve as a holiday if such occurs on a normal work day. Full-time members of the faculty on ten-month appointment shall be excused from assignment during scheduled Winter and Spring Recess periods, except for Technical Assistants who may be assigned as provided in Article 7.7 (C).

- B. Holidays, as noted in (A) above, that occur on weekends shall be celebrated on the preceding Friday or the subsequent Monday as designated by the President of the College. In addition, if Veteran's Day occurs on Monday, the President of the College shall have the option of celebrating such holiday on the preceding Friday.

16.3 SICK LEAVE

- A. Full-time faculty members who are unable to perform their assigned duties due to illness shall be granted sick leave at full salary up to the maximum sick leave days then accrued. Sick leave shall accrue at the rate of 1.2 days per month worked (maximum of fourteen days per year) and shall be accumulative up to 229 working days maximum. Sick leave may be granted in half-day increments at the discretion of the College. The use of such sick leave is inclusive of all overload and summer school assignments.

- B. Extended Sick Leave

Full-time faculty members with five (5) or more years service with the College whose total disability is certified by his/her physician, after exhaustion of all vacation and sick leave entitlement, current and accumulated and a suspension period of five (5) work days, shall, during the continuance of such disability, be entitled to an extended sick leave of up to three (3) months at half (1/2) salary.

- C. Sick Leave Buy-Out

Effective September 1, 2004, upon retirement, faculty shall receive their per diem rate of pay for 25% of their accrued sick leave or the early retirement incentive, whichever is greater.

16.4 PERSONAL LEAVE

Each employee shall receive three (3) personal leave days which shall be discretionary with the employee subject to the following conditions:

- A. The employee must give sufficient notice to the Division Chairperson.
- B. Any of the three (3) personal leave days not used in the academic year may be applied to the sick leave accumulation as outlined in Section 16.3 (A) above.
- C. The leave days may not be used in conjunction with vacation.
- D. An employee is not eligible for personal leave days until after the completion of ninety (90) days employment.
- E. Personal leave may be granted in one-half day increments at the discretion of the President.

16.5 LEAVES WITHOUT SALARY

- A. Child-Rearing Leave - Upon two (2) months notice to the President of the College prior to the anticipated arrival of the child, a faculty member shall be granted an unpaid child-rearing leave to a maximum of ten (10) months following the arrival of the child. Additional leave may be granted by approval of the Board of Trustees.
- B. Professional Development Leave - Faculty members wishing to advance their professional development by advanced study, research, writing and/or appropriate occupational experience may be granted a leave up to one year. Under special circumstances the President may extend such a leave to a maximum of two years. Faculty members on leave shall notify the President prior to May 1 regarding their intentions to return the following fall semester.
- C. Benefits During Leave Period - Insurance benefits shall continue during the leave without pay. However, vacation and sick leave credits shall not accrue nor be used during the leave.
- D. General Unpaid Leave of Absence - Faculty members with ten (10) or more years of service may apply for an unpaid leave of absence. Such absence may not be for a period to exceed three (3) years. The granting or denying of such leave shall be at the sole discretion of the President of the College, which shall not be unreasonably denied. During such leave of absence, the employee will not accrue benefits and will not be paid any fringe benefits.

16.6 BEREAVEMENT LEAVE

Leave of absence with pay shall be granted to any employee who is necessarily absent from duty because of the death of an immediate member of the family. The immediate family of an employee shall include brother, sister, spouse, child, step-

child, grandchild, father mother, grandparent, parent in-law, or persons living in the same household as members of immediate family. Duration time shall not exceed four (4) consecutive days from date of occurrence.

16.7 LEAVES REQUIRED BY LAW

The President shall grant any leave of absence with pay required by law, including jury duty; the employee will be compensated by the College for the difference between the sum paid for jury duty and his/her normal daily rate of pay from the College.

16.8 MILITARY LEAVE

In accordance with Section 242 of the Military Law, all employees shall be granted time off while engaged in the performance of ordered military duty and while going to and returning from such duty. This period shall not exceed thirty (30) calendar days in any continuous period. The employee will be compensated by the College for the difference between the sum paid for military duty and his/her normal daily rate of pay from the College. This military leave policy will apply to ten (10) month employees during their ten-month employment period and to twelve (12) month employees during their twelve-month employment.

16.9 SABBATICAL LEAVE

- A. Policy - Sabbatical leaves for professional development may be available to members of the academic staff who meet the requirements set forth in this section. The objective is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.
- B. Purpose - Sabbatical leaves shall be granted for study, formal education, research, writing, or other experience of professional value.
- C. Eligibility - Members of the academic staff having continuing appointments, who have completed at least six (6) consecutive years of service or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included: periods of leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.
- D. Terms and Conditions - Sabbatical leaves may be granted for periods of one

year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves. The sabbatical salary shall be the faculty member's annual salary prior to the term of his/her sabbatical. All fringe benefits such as retirement, insurance, and the like shall continue in effect during leave at the rate of pay received during the sabbatical period. The period of sabbatical shall be credited as service for retirement. Vacation and sick leave credits shall not accrue nor be used during the leave. If the faculty member fails to return to Niagara County Community College and complete one year of full service, he/she must repay the full amount of money received while on sabbatical leave.

- E. Applications - Applications for sabbatical leaves shall be submitted to the President as far in advance as possible of the requested effective date of the leave, but in no event later than March 1 prior to the academic year in which the leave is requested unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed while on leave stating that the applicant intends to continue as a member of the academic staff upon his/her return and stating that upon his/her return the applicant will submit to the President a report of his/her accomplishments while on sabbatical leave.
- F. The College will include in its proposed budget request to the Legislature sufficient funds for a minimum of three (3) sabbatical leaves in each year of the Agreement.
- G. Approval - The President may recommend to the Board of Trustees, for their consideration and action, such sabbatical leaves as he/she deems appropriate and which fall within approved budget allocations.

16.10 NOTIFICATION OF ABSENCE

Faculty members shall notify their immediate superior as early as possible on days of absence, prior to his/her first class on said day. Unauthorized absences and absences not in accord with sick leave, personal leave and faculty absence policies as described in the Faculty Handbook (Sec. 3-9), shall be considered leaves without pay.

ARTICLE 17 – FRINGE BENEFITS

17.1 RETIREMENT/WORKER'S COMPENSATION

The following faculty benefits shall continue in full force and effect during the term of this agreement:

A. Retirement plans: TRS, ERS, TIAA

B. Worker's Compensation

17.2 HEALTH INSURANCE

A. Coverage:

For all employees hired prior to 60 days following ratification, the College will provide a Blue Cross/Blue Shield (BC/BS) traditional health insurance plan through the Alliance of Western New York with Hospital (\$0 deductible), Medical Select (\$0 deductible) and Major Medical with \$100.00 deductible for one (1) person; \$200.00 deductible maximum for two persons or family. In addition, the plan will also include:

1. Dependent and student coverage to age 26 (or as required by law)
2. Timothy's Law mandates
3. Out of area benefits (comparable to that currently provided by Rider 48)
4. \$7 Rx co-pay, Unmanaged, with contraceptives, no MPTD, mail order @ 2.5 co-pays per 90 day supply. Eliminate cosmetic rider effective 8/31/2014.

B. Use of Alternative Carriers:

The parties are at liberty to select an alternate health insurance carrier to provide comparable coverage to the health plan noted above. Use of a new carrier requires mutual agreement. The College has the unilateral right to change from the Alliance to another administrator or source of funding, provided that the benefits of the BC/BS traditional plan as noted in Part A above remain comparable on an overall basis, and upon sixty (60) days' notice to the Faculty Association for the parties to confirm that benefits will remain comparable on an overall basis. If the Association disagrees it may proceed directly to arbitration pursuant to the arbitration provisions of this Agreement, and the parties will jointly request a bench decision from the arbitrator.

C. Overlapping Coverage:

In any situation when the spouse of a unit member or retiree is either covered or eligible for coverage under any plan offered by the College then they shall be eligible for only one (1) family plan or two (2) individual plans regardless of union affiliation.

D. Cost Sharing Agreement:

All unit members will pay sixteen percent (16%) of the premium cost for the health insurance coverage provided by the College under this Article.

Each such unit member will participate in the Premium Only account of the Section 125 Flexible Spending Account program.

E. POS Plan:

The College shall make available to unit members hired 60 days or more following ratification and to any unit member who qualifies for health insurance coverage participation in the Blue Cross/Blue Shield POS 201 Plan or a plan that is equivalent on an overall basis.

F. Waiver Benefit

1. On or about May 1st of each year, the College agrees to provide faculty members the following amounts in exchange for a waiver of health insurance benefits for the year:

Waiver of Single Coverage	\$300.00 per year
Waiver of Family Coverage	\$750.00 per year

2. Written notification to the College must be submitted on or before September 1st, on a form annexed to this agreement as Appendix A. Once such written waiver notice is submitted, it shall continue in effect unless and until rescinded, in writing, by the faculty member.
3. The College and the Association will agree on whether the waiver amount will be paid in cash, or, used to provide other nontaxable benefits up to the waiver amount. It is understood that the option shall be either and not both of the above options for the entire unit.
4. It is understood and agreed that any faculty member who waives health insurance coverage for any one year may elect coverage for any subsequent year. Such election must be made during the College's open enrollment period.
5. Notwithstanding the waiver of health insurance coverage by a unit member for any year, the unit member will be permitted reentry into the College's health plan where unforeseen events occur which have not resulted from the unit member's fault or negligence. Reentry shall be subject to any insurance carrier restrictions which may apply.

G. Health Insurance Upon Retirement:

1. Retiree Health Insurance

- a. Unit members hired before January 1, 2025 shall be eligible for group health insurance coverage during retirement provided the unit member is at least 55 years of age at the time of retirement from the College for retirement after 8/31/2014, as follows:

<u>SERVICE AT NCCC</u>	<u>COLLEGE SHALL PAY</u>
Less than ten (10) years	0%
Ten (10) years but less than fifteen (15) years	50%
Fifteen (15) years but less than twenty (20) years	75%
Twenty (20) years and over	100%

Retirees who were hired by the College on or after 8/28/2014, and who retired from the College with 20 or more years of service, shall pay the same premium contribution during retirement as the retiree paid for active employee coverage at the time of retirement.

At the option of the retiree, and subject to Section 17.2(G)(2), Health Insurance coverage for retirees will be any of the plans that are available to actively employed unit members for which the retiree would be eligible if still in active employment.

- b. Unit member hired on or after January 1, 2025 shall be eligible for group health insurance coverage during retirement provided the unit member is at least 55 years of age at the time of retirement from the College, as follows:

Payment of premium for applicable health insurance plan:

	Employee	College
Less than 15 years of service	100%	0%
15 years' service but less than 20 years of service	75%	25%
20 years' service but less than 25 years of service	50%	50%
25 years' service but less than 30 years of service	25%	75%
30 years of service and over	0%	100%

Retirees who were hired by the College on or after 8/28/2014, and who retired from the College with 20 or more years of service, shall pay the same premium contribution during retirement as the retiree paid for active employee coverage at the time of retirement.

At the option of the retiree, and subject to Section 17.2(G)(2), Health Insurance coverage for retirees will be any of the plans that are available to actively employed unit members for which the retiree would be eligible if still in active employment.

2. Medicare Part B – Members of the Association who retire from the College (and covered spouses) are required to utilize Medicare Part B commencing with their 65th birthday, and the College retains the right to provide such retiree (and spouse when applicable) with a Medicare Advantage Plan that provides a level of benefit that is comparable to the College’s plan for which they are otherwise eligible. The parties agree that the BC/BS PPO 799 and BC/BS PPO 799 00A (for those who do not live within the eight counties of Western New York) are currently comparable plans, which may be insured or self-insured at the College’s option: Maximum out of pocket cost for former faculty member or spouse is \$1,500 per person per year. The College retains the right to supplement the benefits provided by the Medicare Advantage Plan to ensure comparability. The College shall reimburse the retiree for the cost of the retiree’s basic Medicare Part B subscription as set forth below, and the remaining Medicare Part B cost is the responsibility of the retiree.

Retire between ratification and before 9/1/2014:	College reimburses \$96.40/month
Retire on 9/1/2014 but before 9/1/2015:	College reimburses \$72.30/month
Retire on 9/1/2015 but before 9/1/2016:	College reimburses \$48.20/month
Retire on or after 9/1/2016:	College reimburses \$24.10/month
Retire by ratification or by 10/31/2024:	College reimburses \$0/month

H. Dental Coverage

The College will provide the same dental coverage as that provided to the

College Administrators. Faculty Association members shall bear 100% of the premium cost.

17.3 PROFESSIONAL MEMBERSHIPS

The College shall provide fifty(\$50) each year for each faculty member, with any part or whole to be applicable toward membership dues in related academic and professional organizations, excluding the Faculty Association of the Niagara County Community College.

17.4 CREDIT COURSES AT NCCC

Faculty members of the bargaining unit shall be allowed to enroll for credit in courses without charge to a maximum of three (3) credit hours per semester (maximum 6 credit hours per year) on a seats-available basis. Seat availability to be determined after the conclusion of registration (including late registration) and prior to the commencement of classes.

17.5 TAX SHELTERED ANNUITY PLANS

Bargaining unit members shall be permitted to elect any one of the SUNY-approved voluntary tax-sheltered annuity plans on a payroll-reduction basis.

17.6 SECTION 125 FLEXIBLE SPENDING ACCOUNT

The College and the Faculty Association will participate in an Internal Revenue Service (IRS) Section 125 Flexible Spending Account (FSA) plan. Participants will notify the College on a form to be provided no later than a date to be mutually agreed upon by the College and the Association.

The College will provide a Flexible Spending Account Program (specifically, a Healthcare and Dependent Care FSA) in accordance with IRS Section 125.

The College will be able to recoup any and all costs beyond the \$3.00 per month, per bargaining unit participant, administrative fee paid to the FSA Plan Third Party Administrator from any surplus funds at the end of each Plan year.

Surplus monies remaining after the College has recouped any and all costs beyond the \$3.00 per month administration fee in aggregate will be contributed to the Niagara County Community College Foundation, Inc. with 50% allocated to the Faculty Association Scholarship Fund and 50% to the unrestricted Foundation Fund.

ARTICLE 18 – SALARY AND SALARY RELATED ITEMS

18.1 SALARY RANGES

Salary ranges listing minimum and maximum amounts for each unit category are listed below. Unless otherwise noted, the minimums listed shall be deemed the minimum entry level salary for ten (10) month full time faculty members in the bargaining unit.

[The stated ranges are for the length of the agreement and any ranges changed beyond the agreement must be negotiated for any future agreements.]

Title	2022-2023		2023-2024		2024-2025	
Description	min	max	min	max	min	max
Professor	79,661	117,867	82,051	121,403	84,513	125,045
Associate Professor	71,619	104,451	73,768	107,585	75,981	110,813
Assistant Professor	64,052	93,598	65,974	96,406	67,953	99,298
Instructor	49,219	82,266	50,696	84,734	52,217	87,276
Non-Ranked Professional (12-month)	55,331	109,245	56,991	112,522	58,701	115,898
Para Professional	37,604	63,086	38,732	64,979	39,894	66,928

Title	2025-2026		2026-2027	
Description	min	max	min	max
Professor	87,048	128,796	89,659	132,660
Associate Professor	78,260	114,137	80,608	117,561
Assistant Professor	69,992	102,277	72,092	105,345
Instructor	53,784	89,894	55,398	92,591
Non-Ranked Professional (12-month)	60,462	119,375	62,276	122,956
Para Professional	41,091	68,936	42,324	71,004

18.2 GENERAL WAGE INCREASES

Except as noted below in Section 18.4 (“Promotions”) base salaries of unit members in active employment at the time of ratification, and employed thereafter, shall be increased pursuant to the following schedule:

- A. Effective September 1, 2022: 3.00%
- B. Effective September 1, 2023: 3.00%

- C. Effective September 1, 2024: 3.00%
- D. Effective September 1, 2025: 3.00%
- E. Effective September 1, 2026: 3.00%

Upon ratification of the contract, current twelve (12) month Technical Assistants will receive a salary adjustment as follows to their base salary:

Tier 1: Technical Assistants: below \$48,000 will receive a salary adjustment to \$48,000

Tier 2: Technical Assistants: making \$48,001-\$52,000 will receive a salary adjustment of \$3,000

Tier 3: Technical Assistants: making \$52,001-\$62,000 will receive a salary adjustment \$3,000

Tier 4: Technical Assistants: making \$62,001 or more will receive a salary adjustment \$3,000

18.3 INCREMENT

- A. Effective 9/1/2014, increments of \$900 shall be granted to faculty members provided the faculty member does not exceed the maximum salary range as noted in Section 18.1 above.
- B. Eligibility for an increment is limited to employees who were employed as full time unit members for at least two-thirds (2/3) of the previous year, i.e., eight (8) months for non-teaching faculty and 6.6 months for 10 month non-teaching faculty staff and one (1) semester plus five (5) weeks for teaching faculty.

18.4 PROMOTIONS

Faculty members promoted as of September 1, 1988 shall receive one of the following, whichever is greater, and in addition, shall receive an increment as noted in Section 18.3 above.

- A. Beginning of the new salary range plus all merit, longevity, and increments received in previous range plus any hiring differential.
- B. Current salary plus an amount to guarantee a \$1,000.00 raise.

18.5 12-MONTH EMPLOYEES

A twelve (12) month schedule shall consist of a maximum of 231 work days, and includes:

Twelve-month faculty including:

- Non-Ranked Professionals
- Technical Assistants
- Division Chairpersons
- Librarians

Employees serving on a 12-month basis in any of the aforementioned categories shall receive twenty percent (20%) over and above ten (10) month dollar values listed above.

18.6 OVERLOAD COMPENSATION

Overload compensation, for each year of this agreement, shall be paid as follows:

<u>Contract Year</u>	<u>Lecture Hour</u>	<u>Lab Hour</u>
9/1/22 – 8/31/23	\$854	\$765
9/1/23 – 8/31/24	\$884	\$792
9/1/24 – 8/31/25	\$915	\$819
9/1/25 – 8/31/26	\$947	\$848

Effective Winter 2019 semester, non-teaching faculty who teach during the Spring and/or Fall semesters, and teaching or non-teaching faculty who teach during winter or summer sessions, shall be paid the overload compensation rate.

18.7 REIMBURSEMENT OF TRAVEL EXPENSES

When it is necessary for a faculty member to use his/her own vehicle to attend an approved College-related function not on the main campus or to commute between the main campus and its satellites to teach on-load and/or over-load assignments, they shall be compensated at the IRS mileage rate. College automobiles must be requested prior to utilization of personal vehicle. Tolls will be reimbursed provided they are supported by appropriate receipts. Requests for reimbursement shall follow approved College procedures.

18.8 SALARY PAYMENT OPTIONS

- A. Those faculty on ten-month appointments shall choose one of the following options, beginning with the first pay date within the academic year:
 1. 1/26 or 1/27 of annual salary on each of the 26 or 27 Niagara County Community College pay days within the calendar year, OR
 2. 1/22 of annual salary on each of 22 Niagara County Community College pay dates.

- B. If a faculty member on ten-month appointment chooses either option (A) (1) or option (A) (2) above, he/she shall make such option known in a written statement to the business office. Printed forms informing the faculty of this option shall be sent out by the business office with letter of appointment or reappointment.

18.9 FULL TIME/PER DIEM COMPENSATION

- A. Full time faculty on appointments of at least 2/3 of a semester or longer in duration, shall be compensated for all remaining contractual work days that would normally fall within the applicable appointment period (i.e. semester of year, 10 or 12 months) as noted in Articles 6.1 - 6.3 and 18.6.
- B. Full time faculty on appointments of less than 2/3 of a semester in duration may be compensated on a per diem basis.

18.10 TEN-MONTH NON-RANKED PROFESSIONAL

- A. Non-ranked professional staff may be either 10-month appointment or a 12-month appointment. Ten-month non-ranked professionals will follow the ten-month division chair work day/per diem calendar.
- B. It is also agreed that when computing the salary for a ten-month non-ranked professional, the amounts in section 18.1, NON-RANKED PROFESSIONAL STAFF, will be divided by 1.2.

18.11 RETROACTIVE PAYMENTS

Members will be eligible for retroactive payments under all sections of Article 18 effective September 1, 2022. Only current active FANCCC members on payroll are eligible for these retroactive payments.

ARTICLE 19 – GRIEVANCE PROCEDURES

19.1 STATEMENT OF PURPOSE

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the College and the faculty is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the faculty are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts.

19.2 DEFINITIONS

Grievance: A complaint by any faculty member or group of faculty members in the negotiating unit regarding an alleged violation, misinterpretation, or misapplication of the terms of this agreement. The sole exceptions to the above definition are academic freedom grievances as specified in Article 8, and grievances arising under the Termination of Services clause which shall be restricted to notification and procedural requirements.

Grievant: The person or group of persons in the negotiating unit submitting the grievance.

Grievance Committee: A duly constituted committee of the Association composed of not more than (3) members.

Hearing Officer: The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure, and shall be appointed by the President or his/her designee.

Representative of His/Her Choice: An individual faculty member, Association Officer, or the Grievance Committee whom the grievant shall choose and who agrees to represent him/her at stages one, two, and three of the Grievance Procedures.

19.3 SPECIFIC CONDITIONS

- A. All members of the negotiating unit shall have the right to present grievances in accordance with this article, provided, however, that the first presentation of the grievance, must occur within twenty (20) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the agreement alleged to have been violated.
- B. Every grievant shall have the right to be represented at stages one, two, and three by a representative of his/her choice, whether or not the Association is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairperson of the Grievance Committee as well as the grievant.
- C. Failure of a Hearing Officer at any stage to communicate his/her decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.
- D. The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further

action by the grievant.

- E. The grievant may withdraw the grievance by written notice at any time, but the Association may convert such grievance into a policy grievance if the grievance applies to more than one (1) employee.
- F. If the Association on behalf of its collective membership is the grievant, the grievance procedures will be initiated at the second stage in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the agreement alleged to have been violated.
- G. Time spent in any capacity in the presentation of a grievance shall not be charged against leave time. There shall be no harassment of, or retaliation against any person associated with the presentation of a grievance.
- H. Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

19.4 PROCEDURAL STEPS

All grievances arising out of an alleged violation, misinterpretation or misapplication of the terms of this agreement shall be presented and adjusted in the following manner:

- A. Stage One - A member of the negotiating unit having grievance shall file such grievance in writing to the appropriate Vice President/Dean either directly or through an Association representative, with the objective of resolving the matter informally.
- B. Stage Two - If the grievance is not resolved informally, it shall be reduced to writing and presented to the designated hearing officer containing a brief statement of the nature of the grievance and the specific provision(s) of this agreement alleged to have been violated. This presentation shall afford an opportunity for full discussion of the grievance between the grievant and the hearing officer. Within ten (10) working days after the written grievance is presented to him/her, the Hearing Officer shall render a decision thereon in writing and present it to the grievant. The President shall appoint a Hearing Officer prior to the beginning of each academic year and shall notify the Association President of said appointment.
- C. Stage Three - The grievant may appeal the decision rendered at stage two within ten (10) working days after receipt of the decisions by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and

grievant's reasons for rejection of the decision rendered in the second stage. Within five (5) working days after receipt of the appeal, the President, or his/her duly authorized representative, shall hold a hearing with the grievant. The President shall render a decision in writing within five (5) working days after conclusion of the hearing.

- D. Stage Four - In the event that there has been no resolution of a grievance regarding the terms of this Agreement, and in the event the Association determines that the grievance is meritorious and votes to represent the grievant, the unresolved issues shall be submitted to an Arbitrator within fifteen (15) working days for Binding Arbitration, with the provision that the Arbitrator shall consider only the disputed issues submitted to him/her by joint statement executed by both parties. If the parties are unable to agree upon a statement of the issue, the Arbitrator shall be empowered to frame it. The Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or issue any award limiting or interfering with the operation of any applicable provision of law, or inconsistent with, or contrary to, any such provision of law.
- E. Stage Five - The Arbitrator shall be selected by the Association and the College from a list of Arbitrators provided by the New York State Mediation Service or PERB.

The Arbitrator's decision shall be in writing and shall set forth his/her finding of fact and conclusions, and order which shall be final and binding on all parties.

The cost of the services of the Arbitrator including expenses, shall be borne equally by the College and the Association.

ARTICLE 20 – EARLY RETIREMENT INCENTIVE

- 20.1 A payment based upon the faculty member's on-load current salary minus the entry level salary for Instructor for ranked professional, or entry level for para-professional or non-ranked professional staff (10 or 12 months depending upon current term of contract), pursuant to Section 20.4 below.

Example: If a ranked professional's on-load salary is \$27,785, and the entry level instructor's salary is \$16,558, the employee will receive a one-lump sum payment of \$11,227 (\$27,785 - \$16,558) in the first year of retirement pursuant to the schedule in Section 20.4 below.

- 20.2 Notification by March 1st in the year prior to termination, unless later notification is approved by the President of the College.

- 20.3 All faculty members with fifteen (15) or more years of service in the College are eligible to participate provided they conform to this Article. Service shall be calculated from the first day of hire to the final day of employment; if not continual service, appropriate deductions shall be made.
- 20.4 Faculty members shall be eligible for the payment as enumerated in section 20.1 above, if the employee is 55 years of age at some time during the academic year in which they retire.
- 20.5 A faculty member must work the two (2) semesters preceding the termination date in order to be eligible for payment pursuant to this Article. Employees so eligible shall receive a one lump-sum payment on the first pay period of the semester following termination.

Example 1

OR

Example 2

- | | |
|------------------------------------|------------------------------------------|
| (a) Work Fall 1989 | (a) Notice February 1990 |
| (b) Notice February 1990 | (b) Work Spring 1990 |
| (c) Work Spring 1990 | (c) Work Fall 1990 |
| (d) Payment September 1990 | (d) Payment January 1991 |

- 20.6 Termination for cause, resignation (except as enumerated in Article 9.3(F) and retirement are considered breaks in service for the purpose of this article.
- 20.7 This article shall sunset 8/31/2017

ARTICLE 21 – CONTRACT SUPREMACY

21.1 **CONTRACT SUPREMACY**

This agreement shall supersede any rules, regulations or practices of the College which shall be contrary to or inconsistent with its terms.

21.2 **SAVINGS CLAUSE**

If any provision of this agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

21.3 **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.

APPENDIX A

NIAGARA COUNTY COMMUNITY COLLEGE

WAIVER OF HEALTH INSURANCE

In accordance with Article 17.2(f) of the Agreement between Niagara County Community College and the Faculty Association, I _____, hereby waive and/or withdraw from participating in the Health Plan Coverage offered by N.C.C.C. effective _____, 20____, and request payment as provided in the Agreement. I (am) (am Not) currently participating in a health plan offered by N.C.C.C.

I am eligible for (place initials opposite appropriate coverage):

1. Individual Health Plan Coverage _____
2. Family Health Coverage _____

I have or will procure health insurance through my spouse's employment, other employment of myself or a private insurance plan.

This Waiver will remain in effect until a change is requested prior to September 1 for the following year, or until full time appointment is terminated.

Date

Signature

APPENDIX B

PROGRAM COORDINATORS LIST (SUNY/SED Approved Curricula)

Arts, Media, & Technology

Certificate with Associate Degree Option

Animation AS
Audio Recording and Production (Certificate only)
Computer Aided Drafting Certificate and Computer Aided Drafting & Design:
Mechanical, Process Piping and Control AAS
Computer Information Systems AS
Computer Science AS
Digital Media: Web Production Certificate and Digital Media AS
Fine Arts, AS
Industrial Process Technician AAS
Mechanical Technology: Mechanical Design AAS
Music Certificate and Music AS
Communication Studies AS
Theatre Arts, AS

Business

Certificate with Associate Degree Option

Accounting AS and Accounting AAS
Business Management Certificate, Business: Business Administration AAS, and
Business: Business Administration AS
Business: Retail Business Management AAS
Sport Management AS

Hospitality, Tourism and Culinary Arts

Certificate with Associate Degree Option

Baking and Pastry Arts Certificate and Baking and Pastry Arts AAS
Culinary Skills Certificate and Culinary Arts AAS
Hospitality Operations Certificate, and Hospitality Management AAS
Wine and Beverage Management Certificate and Winery Operations AAS
Brewery Operations AAS
Distillery Operations AAS

Humanities and Social Sciences

Certificate with Associate Degree Option

Chemical Dependency Counseling (Certificate only)
Criminal Justice AS
Disability Studies (Certificate only)

Early Childhood Studies (Certificate only)
Economic Crime Investigation AS
Emergency Management Certificate and Emergency Management AAS
Teaching Assistant (Certificate only)
Environmental Studies AS
Human Services AA
Liberal Arts and Sciences AA
Liberal Arts and Sciences: Humanities and Social Science AA
Liberal Arts and Sciences: Humanities and Social Sciences (Jointly Registered With
SUNY College at Buffalo — Childhood Education 1-6 BS) AA
Liberal Arts and Sciences: Mathematics and Science AS
Liberal Arts and Sciences: Teaching English to Speakers of Other Languages (TESOL)
AA

Science, Health, and Mathematics

Certificate with Associate Degree Option

Animal Management AAS
Biotechnology AS
Engineering Studies AS
Health Studies AS
Horticulture (Certificate only)
Massage Therapy AAS
Medical Assistant AAS
Nursing AAS
Personal Training (Certificate only)
Phlebotomist (Certificate only)
Physical Education Studies AS
Physical Therapist Assistant AAS
Practical Nursing (Certificate only)
Radiologic Technology AAS
Recreation Studies AS
Surgical Technology AAS, Option: Jointly Registered with Erie Community College

FOR NIAGARA COUNTY COMMUNITY
COLLEGE

PRESIDENT DATE

FOR BOARD OF TRUSTEES OF NIAGARA
COUNTY COMMUNITY COLLEGE

CHAIRMAN DATE

FOR FACULTY ASSOCIATION OF NIAGARA
COUNTY COMMUNITY COLLEGE

PRESIDENT DATE