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Contract Database Metadata Elements

Title: **Niagara County Community College and Niagara County Community College Adjuncts Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2012)**

Employer Name: **Niagara County Community College**

Union: **Niagara County Community College Adjuncts Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **01/01/2012**

Expiration Date: **08/31/2015**

PERB ID Number: **9886**

Unit Size:

Number of Pages: **7**

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AGREEMENT

BETWEEN

NIAGARA COUNTY COMMUNITY COLLEGE

AND

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

FOR A PERIOD

JANUARY 1, 2012 – AUGUST 31, 2015

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NCCC ADJUNCT ASSOCIATION

ARTICLE 1 - RECOGNITION CLAUSE

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

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

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

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

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

ARTICLE 2 – DURATION

This Agreement will be effective as of January 1, 2012 and shall remain in effect until August 31, 2015.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1 - DUES AND OTHER DEDUCTIONS

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

Any present or future adjunct faculty member represented by the Association, who are not Association members and who do not make application for membership within thirty (30) days after the ratification of this agreement or who do not become members of the Association within thirty (30) days after their hiring date, shall have deducted from their wage an amount equivalent to the total annual membership dues levied by the Association. The College shall make such deductions and transmit the sum so deducted to the Association the same manner as for membership dues provided, however, the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction as required by law.

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

Section 2 - NON-DISCRIMINATION

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

Section 3 - NO STRIKE

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

ARTICLE 5 - WAGES

Effective September 1, 2012 - \$700 per lecture hour, \$625 per lab hour

Effective September 1, 2013 - \$715 per lecture hour, \$640 per lab hour

Effective September 1, 2014 - \$730 per lecture hour, \$655 per lab hour

ARTICLE 6 - APPOINTMENTS

Association members shall receive notice of appointment as soon as practicable, with the goal of receiving such notice no later than seven (7) days before the start of the semester in which the adjunct faculty member has been appointed to teach. Such appointment shall be made for a

particular course(s) and term only. Failure to issue the notice of appointment within the seven (7) day period referenced herein shall not be subject to the grievance procedure.

ARTICLE 7 - PROFESSIONAL DEVELOPMENT

a. Association members shall be permitted to participate in the College's professional development programs for full-time faculty members. In addition, Association members who are asked by the Academic Vice-President to participate in outside professional development programs or activities may be reimbursed for reasonable and necessary expenses at the discretion of the College.

b. An Adjunct Professional Development Committee, consisting of up to three Association members, shall convene from time to time to review and identify opportunities for professional development activities for Association members which will enhance their effectiveness as instructors and benefit the College. The Committee shall periodically report its findings and recommendations to the Vice President of Academic Affairs.

c. Adjunct Association members shall be invited as determined by the College to attend professional development programs and/or College meetings with the expectation that each Adjunct Association member will attend at least one such activity or meeting per semester unless there are professional scheduling conflicts that prevent such attendance. If the Adjunct Association member is unable to attend at least one such activity or meeting in a semester due to professional scheduling conflicts, the member shall be available to meet with the Division Chair or designee to review professional development and/or Division matters.

ARTICLE 8 - PARKING PERMITS

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

ARTICLE 9 – FULL-TIME TEACHING FACULTY VACANCIES

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

ARTICLE 10 – GRIEVANCES

Section 1 – DEFINED

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

Section 2 - GRIEVANCE PROCEDURE

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

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

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

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

Section 3 – MISCELLANEOUS PROVISIONS

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

b. The fees and expenses of the arbitrator shall be shared equally by the parties.

c. The arbitrator's decision shall be final and binding upon the parties, except that it shall be subject to the provisions of CPLR Article 75.

d. The grievance procedure is the exclusive method for resolving any matter that is covered by a provision of this Agreement.

ARTICLE 11 - LEGISLATIVE ACTION

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

ARTICLE 12 - SAVINGS AND SEPARABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the following manner:

**For the Employer as authorized
by Board of Trustees Resolution**

signed 4/16/12

Dr. James P. Klyczek Date
President, Niagara County
Community College

**For the Union as ratified by the membership of
the Adjunct Association**

signed 4/13/12

John Koerner Date
President, Adjunct Association