

AFA
ADJUNCT FACULTY ASSOCIATION

AT NASSAU COMMUNITY COLLEGE
Garden City, New York 11530-6793

CONTRACT
October 1, 2023
to
September 30, 2026

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Preamble

The County of Nassau, through Nassau Community College, is engaged in furnishing vitally important educational services to the public. This Agreement seeks to assure the orderly and uninterrupted operations of the College by maintaining a harmonious relationship between the County and the College adjunct faculty.

Therefore, the County of Nassau, as sponsor of Nassau Community College, and the Board of Trustees of Nassau Community College having jointly entered into this Agreement with the Adjunct Faculty Association of Nassau Community College in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

1. THE ASSOCIATION

1.1 The Adjunct Faculty Association has been duly certified as the representative of the Adjunct Faculty of Nassau Community College by an order of the Nassau County Public Employment Relations Board (dated November 1, 1973), as amended. As such it is the exclusive and unchallenged representative for negotiations with respect to rates of pay, salaries, grievances, and other terms and conditions of employment for all employees in the negotiating unit for the period of this Agreement. During the period of this Agreement, the County of Nassau agrees not to recognize or negotiate with any other organization representing or claiming to represent employees within the negotiating unit.

1.2 The Association agrees that it will abide by the terms of the Civil Service Law of the State of New York as it now exists, or as it may be changed, that it will agree with any successor legislation or changes in successor legislation.

2. ACADEMIC FREEDOM

2.1 The College recognizes that academic freedom is essential to the free search for truth and its exposition.

2.2 All adjunct faculty members are entitled to full freedom in the publication of the results of their research subject to performance of their other academic duties. Research conducted during the normal working day for pecuniary return must be based upon an understanding with the College President. A classroom faculty member is entitled to freedom in the classroom in discussing his/her subject but should be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject.

3. EQUAL EMPLOYMENT

As an equal opportunity employer, Nassau Community College shall not discriminate against any person because of age, race, creed, color, religion, national origin, sex, sexual orientation, gender identity or expression, familial status, domestic violence victim status, reproductive health decisions, disability, predisposing genetic characteristics, military status, or marital status, except as such conditions constitute bona fide occupational or assignment qualifications.

4. ASSOCIATION ACTIVITIES

Both parties mutually agree that:

4.1 The Adjunct Faculty Association and Department Representatives shall be provided with offices, intra College phone services, and unrestricted intra College mail services to be utilized for the sole purpose of serving the members of the bargaining unit in connection with activities of said bargaining unit.

4.2 The County agrees to deduct from the salaries of members of the bargaining unit dues for the Adjunct Faculty Association and to transmit the monies to the Treasurer of the Adjunct Faculty Association. However, no dues deduction shall be made until the Association has provided the County with a dues authorization card signed by the employee. The Adjunct Faculty Association shall certify to the County, in writing, the current rate of its membership dues. A change in the membership dues shall be implemented thirty (30) days after notice. The County agrees that it will not accord dues deductions or similar check off rights to any other organization representing or purporting to represent employees in the negotiating unit. Authorization shall take effect fifteen (15) days after receipt of same by the County Comptroller.

5. SALARIES AND BENEFITS

5.1(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix. All unit salaries and schedules for all members of the AFA bargaining unit shall be increased by the following percentages on the effective dates set forth below. In each case, the salary increase shall be calculated as a percentage of the salary in effect on the day before the effective date.

September 1, 2023 –	3.00%
September 1, 2024 –	3.00%
September 1, 2025 –	2.75%

5.1(b) Instructional faculty members paid on the basis of their academic rank shall have their salaries adjusted in recognition of advanced study as follows:

5.1(b)(1) Instructional faculty holding a Master's degree, plus 30 credits shall be entitled to a 2% additional rate.

5.1(b)(2) Instructional faculty holding an earned Doctorate shall be entitled to a 2.5% additional rate.

5.1(b)(3) These credits/degrees shall be in fields related to the courses being taught, as determined by the Office of Academic Affairs. The decision of the College shall be grievable.

5.1(c) When adjunct classroom faculty assigned to the Nursing Department are required by hospitals, clinics or other outside agencies, as part of their teaching responsibilities, to attend seminars, training sessions, or to participate in agency required

instructional duties on days or during hours when they are not scheduled to teach, they shall be compensated at the rate of \$69.41 per hour. Effective September 1 2024, the foregoing rate shall be \$71.49 per hour. Effective September 1 2025, the foregoing rate shall be \$73.46 per hour. Such unit members shall be so compensated for up to 30 hours of such service per semester, with the approval of the Dean of Instruction, on the notification to the College by the department. Such hours shall not be counted towards the eight (8) contact hours per semester, and eighteen (18) contact hours per academic year maximums provided for under Section 10.5.

5.2 Applied Music Tutors

5.2(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix.

5.2(b) The assignment of Applied Music Tutors encompasses fourteen (14) lessons and one jury. Each of these sessions shall be fifty (50) minutes in length. Where a student withdraws under circumstances entitling him/her to a tuition refund, the tutor will be compensated for four (4) lessons beyond the date the College gives him/her notice of the student's withdrawal. Where a student withdraws under circumstances not entitling him/her to a tuition refund, the tutor's salary shall not be diminished. The tutor will be available for alternative assignment during these compensatory lessons. In no event will a tutor be compensated for more than fifteen (15) lessons.

5.3 Adjunct Non-Classroom Faculty

5.3(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix.

5.3(b) Adjunct Non-Classroom Faculty positions are limited to twenty (20) hours service per week.

5.3(c) Full time day non-classroom professional employees may be employed on an as needed adjunct basis in accordance with the terms and conditions of this Agreement. Seniority lists on new categories shall be developed in concert with the College Administration and the Adjunct Faculty Association.

5.3(d) The minimum assignment to be given to Adjunct Technical Assistants shall be four (4) hours.

5.3(e) Adjunct Technical Assistants who are qualified to serve in departments other than their own shall be given the opportunity to do so when vacancies exist. No seniority shall be accrued by Adjunct Technical Assistants who are serving in departments other than their own.

5.3(f) Adjunct Technical Assistants shall be entitled to all benefits provided by this Agreement.

5.4 Adjunct Librarians

5.4(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix.

5.5 Interpreters for the Deaf

5.5(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix.

5.5(b) In the event a student withdraws before completing the course, the Interpreter will be compensated for four (4) classes beyond the date the College gives him/her notice of the student's withdrawal. Where a student withdraws under circumstances not entitling him/her to a tuition refund, the Interpreter's salary shall not be diminished.

5.6 Adjunct Substitutes

5.6(a) Salary Tables for September 1, 2023 – September 30, 2026 are listed in the Appendix.

5.7 Unit members shall have the option of receiving compensation through a direct deposit program operated by the County.

5.8 Excellence in Education Increase

Classroom faculty with twenty (20) years of service, teaching at least one semester in each of twenty (20) years, shall receive an Excellence in Education increase of forty-two dollars (\$42) per contact hour for each contact hour they teach. The Excellence in Education increases shall also be awarded to all other titles in the Association bargaining unit in the following manner: those in these titles who have worked at least one semester in each of twenty (20) years shall receive an Excellence in Education increase of 2.5% of the rate for each hour or other work period set forth in Section 5 of the contract they work.

6. ACADEMIC RANK

Adjunct faculty will be granted academic rank in accordance with the number of semesters of prior service earned at Nassau Community College as provided in the above salary schedules. The academic ranks to be granted herein shall be those of Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, and Adjunct Professor.

7. RELEASE TIME

The Association shall be granted the full dollar value of 144 hours of release time for each contract year.

8. LEAVE TIME

8.1 Military Leave

The County agrees to provide such military leave and other benefits as may be required by statute.

8.2 Child Care Leave

8.2(a) A child care leave of absence without pay and other benefits shall be granted for not more than two (2) years.

8.2(b) Child care leave shall be granted for birth of a child, illness of a child, adoption of a child, or death of a spouse or child.

8.2(c) Where leave is granted herein the recipient cannot return until the commencement of a new semester.

8.3 Leave of Absence

With the approval of the Office of the President, adjunct faculty may be granted an unpaid leave of absence for a period of up to one (1) year. At the request of the adjunct faculty member, such leave may be renewed annually at the discretion of the Office of the President. Seniority credits will not accrue during this or any other unpaid leave; however, previously earned seniority will be retained during such period of approved leave of absence.

8.4 Paid Leave

8.4(a) Each member of the adjunct faculty shall be entitled to a total of five (5) days off per year without suffering any loss of remuneration therefor, to be used for sick time, professional purposes, for a death in the immediate family, or for personal leave, as he/she determines. The five (5) days off per year shall be credited to each member of the adjunct faculty in the following manner: (i) two (2) days for work during the first semester, (ii) two (2) days for work during the second semester, and (iii) one (1) day for work during the third semester, with the exception of the Winterim semester. He/she must notify the Office of Academic Affairs prior to the time of said absence. This leave time may be accumulated to a maximum of forty-five (45) days.

For purposes of this Section, "immediate family" shall be defined as spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, sister-in-law, and brother-in-law.

8.4(b) The number of paid leave days specified in Section 8.4(a) above, shall be placed in the adjunct's Paid Leave Time account at the beginning of each semester and are available for use at that time. However, for such days to be considered vested the adjunct must satisfy the following threshold requirement: classroom adjunct faculty members must work one (1) contact hour (750 minutes) in a semester and each non-classroom adjunct faculty member must work fifty (50) clock hours in a Fall or Spring semester and twenty (20) clock hours in the Winterim or Summer semesters. If a unit member fails to satisfy the foregoing threshold then the amount of leave time credited but not vested shall either be (1) deducted from the unit member's accumulated bank of paid leave days provided that the unit member has an accumulation of unused paid leave days, (2) deducted from the unit member's final paycheck for that semester, or (3) deducted from a subsequent paycheck issued by the College.

8.4(c) Each classroom adjunct faculty member must work one (1) contact hour (750 minutes) in a semester and each non-classroom adjunct faculty member must work fifty (50) clock hours in a Fall or Spring semester and twenty (20) clock hours in the Winter or Summer semesters before he/she may accumulate unused paid leave days in that semester.

8.5 College Business Day

An adjunct faculty member may submit a written request to:

1. Attend a professional meeting; or
2. Participate in out-of-classroom activities which are directly related to classroom instruction, and which are funded by the College's operating budget.

The appropriate Vice President shall issue a written decision approving or denying the request and such decision shall not be grievable.

If approved, the faculty member will be deemed to be on College business and shall be compensated \$60.00 per hour, excluding travel time, up to a maximum of seven (7) hours per academic year. The adjunct faculty member shall receive reimbursement for mileage incurred while on College business if the expenses are reasonable, approved, and documented in accordance with the College's travel policy. The adjunct faculty member's attendance/participation shall not interfere with the adjunct faculty member's instructional duties.

8.6 Jury Duty

A leave of absence with pay will be granted to day adjunct faculty while on jury duty.

8.7 Statement of Accumulated Leave

8.7(a) Unit members shall be provided a means of access to the statement of his/her accumulated leave via the College's electronic system.

8.7(b) All unit members that have not worked for the College for a period of five (5) years shall be removed from department seniority list(s). The following notice shall be provided to each such unit member before removal of said unit member from the department seniority list(s): (1) a letter will be sent by regular mail by the College to the unit member's last known address which advises in writing how a unit member may obtain remuneration for his/her accumulated paid leave, and (2) a second letter will be sent by certified mail return receipt requested. Each mailing will be sent in two-week intervals, indicating that the member may respond and remain on the list(s) for an additional year, if they so choose. Should the member choose to remain on the list but not work for the College during the additional year the foregoing process will be repeated one (1) more time for an optional additional year to remain on the list. Should the member fail to work for the College during the additional year he/she shall be removed from the department seniority list(s). If the second mailing comes back as undeliverable, the College shall wait a period of two (2) semesters before removing said unit member from the seniority list.

8.8 Payment for Unused Leave Time Upon Termination

8.8(a) A member of the adjunct faculty who terminates adjunct service with the College shall be paid the cash value of accumulated but unused leave at the rate prevailing in his/her final semester of such service.

8.8(b) For the purpose of this Section, the number of contact hours in one day shall be determined by using the average of the final five (5) semesters of adjunct service.

8.8(c) Members of the adjunct faculty first hired on or after December 16, 2019 must have taught or worked at least once in an academic year for any five (5) years with the College in a position in this bargaining unit before he/she may receive the cash out payment described in Section 8.8(a).

8.8(d) Members of the adjunct faculty first hired on or after October 1, 2023 shall not be entitled to be paid the cash value of accumulated but unused leave set forth in 8.8(a) if they are terminated for cause or removed from the Seniority List pursuant to Section 10.12.

8.9 Extended Leave of Absence

8.9(a) In the event of serious illness, an adjunct faculty member with service in five (5) consecutive academic years may apply for an extended leave of absence for a period of up to one (1) year.

8.9(b) The adjunct faculty member will continue to accrue seniority during the period of leave (maximum of 3 semesters) for the purpose of future appointments. The semesters earned while on leave would not be applicable towards change in title for compensation purposes.

8.9(c) As part of the application for such leave, the faculty member may be required to furnish documentation of the illness.

9. APPOINTMENT POLICY

9.1 The College has the unilateral right to set, and re set, the academic qualifications necessary to teach a course. Qualifications for adjunct faculty shall not be greater than the minimum qualifications for full time faculty. These qualifications, and any changes, shall be in writing with prompt notice to the Adjunct Faculty Association.

9.2 The College has the unilateral right to assign instructional personnel to sections pursuant to bona fide and reasonable academic criteria.

9.3 Adjunct seniority lists shall be updated and maintained by the College.

9.4 Each adjunct will express his/her desire to accept either one or two sections for assignment per semester (absent a waiver).

9.4(a) Based on availability forms taken in seniority order, the College shall compute the number of adjuncts necessary to teach the number of adjunct sections, as defined in

Section 13, actually being offered in a given semester.

9.4(b) The number so computed (Section 9.4(a)) shall be known as the Retention Number.

9.4(c) In seniority order, the number of adjuncts, equal to the Retention Number, shall be identified as the Retention Pool; however, only adjuncts with at least six (6) semesters of service shall be eligible for inclusion in the Retention Pool. In the event that any adjunct in the Retention Pool declines a course, or in the event the number of courses to be offered increases after the initial formation of the Retention Pool, the Retention Pool shall be expanded in seniority order and the next adjunct outside of the Retention Pool, in order of seniority, shall be added to the Retention Pool. The foregoing shall not be applicable to any adjunct with five (5) or fewer semesters of service. To be in the Retention Pool, an adjunct must be qualified to teach at least one course offered during that semester.

9.4(d) Each adjunct in the Retention Pool shall be offered an assignment of up to two (2) sections (equivalent to such adjunct's previously expressed availability) of teaching. Adjuncts within the Retention Pool are entitled to appointment to teach those courses. The College, however, may assign that adjunct to any available course for which the adjunct is qualified, at a time that the adjunct has indicated on the availability form that he/she will be available.

9.4(e) If the College assigns a section requested by a qualified adjunct within the Retention Pool to someone outside the pool, such adjunct shall be compensated as if he/she had received the assignment.

9.5 The list of eligible adjuncts in the Retention Pool shall be arranged in seniority order and posted in a prominent place in the department office. Copies of all lists shall be given to the Adjunct Faculty Association as soon as they are promulgated.

9.6 Adjuncts with fewer than six (6) semesters of service shall be assigned available courses in seniority order. Except as provided in Section 9.7, no individual shall be assigned a course who is not already on the seniority list until the entire seniority list has been exhausted.

9.7(a) Notwithstanding Sections 9 and 10, the College may appoint up to thirty (30) adjuncts per semester to up to forty (40) courses in that semester but this shall be limited to three (3) semesters in any academic year and shall not exceed ten percent (10%) of the courses in any department in a semester or six (6) courses, whichever is less. Where ten percent (10%) represents less than one course, the College may use this provision to appoint the instructor to a single course. Appointments under this provision shall be made prior to all other adjunct appointments and shall receive seniority credit under Section 10.

9.7(b) Notwithstanding Sections 9 and 10, up to thirty (30) representatives (department representatives, officers, and committee chairs) designated by the Association

who are qualified for the courses requested and in the Retention Pool shall be given their choice of course assignments for up to two (2) courses each semester, not to exceed three (3) semesters in any academic year. Said assignments shall be made prior to all other adjunct assignments among unit members in the Retention Pool, and shall be limited to one adjunct in each department each semester except in the case of officers or committee chairs of the Association.

10. SENIORITY

10.1 A maximum of eight (8) Adjunct Faculty Association appointees per semester will be accorded seniority credit for working on union projects. These individuals will be compensated by the Adjunct Faculty Association.

10.2(a) Seniority is accumulated and implemented on a department basis and is not transferable between departments except as follows:

10.2(a)(1) In the event of the creation of a new department, an adjunct faculty member may transfer all accumulated semesters of credit from his/her old department to his/her new department, if such transfer takes place within the academic year of the new department's creation. He/she shall then be stricken from the seniority list of his/her old department.

10.2(a)(2) When a department is phased out of existence, an adjunct faculty member may return to a department in which he/she has previously served. He/she will be placed on that department's seniority list with credit for only the semesters of service previously accumulated in that department.

10.2(a)(3) In the event of the merger of departments, the seniority list of the departments involved will be merged in a manner so that the individual adjunct faculty member will retain his/her number of prior semesters.

10.3 Except as provided in Sections 10.1 and 10.6 below, semester seniority credit may be earned only on the basis of classroom teaching assignments which must have been made in accordance with the provisions of this Agreement.

10.4 Each department will maintain a list of courses for which each adjunct faculty member is academically qualified. Such list shall be made available to the Adjunct Faculty Association.

10.5 Adjuncts may teach two (2) sections per semester (not to exceed eight (8) contact hours) up to a maximum of eighteen (18) contact hours per academic year, September 1 to August 31, except that (i) Adjunct faculty members teaching NCC101 courses, Allied Health Science courses (AHS), Nursing courses (NUR) and/or Health, Physical Education and Recreation courses (HED/PED) may be assigned eight (8) contact hours up to a maximum of eighteen (18) contact hours per academic year, September 1 to August 31; or (ii) Adjunct faculty members may be assigned sessions of four (4) or more

contact hours which in the aggregate total not more than thirty-six (36) contact hours over two (2) consecutive academic years.

10.6 It is agreed by both the Adjunct Faculty Association and the College Administration that coaches of athletic teams, the director(s) of athletics, adjunct supervisors, and adjunct faculty members on released time pursuant to Section 7 of this Agreement will continue to receive semester credit for the purpose of adjunct seniority if said assignments preclude adjunct teaching.

10.7 Adjunct faculty who decline a written offer to work for the College in four (4) consecutive semesters, or who fail to respond by either failing to submit an availability form or failing to respond to an offer to work for the College for four (4) consecutive semesters will be dropped from the department's seniority list. This Section shall not apply to an adjunct who on the availability form checks the box declining to teach in the current semester but expressing a wish to remain on the seniority list in the future. Semesters in which a member of the full time faculty is on sabbatical will not be counted when determining eligibility to remain on the seniority list.

10.8 Adjunct faculty on approved leave of absence will be retained on the department's list.

10.9 In the event of a tie on any seniority list, it shall be broken by the earlier date of initial appointment to the adjunct faculty. If the tie cannot be broken, the position on the list shall be rotated from semester to semester.

10.10 In the event that an adjunct faculty member declines to teach an offered course or courses, such person shall be removed from the Retention Pool with respect to the declined course(s).

10.11 In the event of assigning adjunct contracts, the seniority list having been exhausted before all contracts have been issued, full time faculty members of the appropriate department(s) shall be considered to fill the positions still available.

10.12 Removal from the Seniority List shall be made for cause resulting in the termination of the employment of the adjunct.

10.12(a) "Cause" may be:

1. Unauthorized absence or excessive lateness.
2. Neglect of duty.
3. Conduct unbecoming to the position or conduct prejudicial to the good order, or discipline of the College.
4. Incompetent service (See classroom observation, Section 20.9).
5. Failure to comply with College regulations.
6. Violation(s) of the By-Laws of Nassau Community College.

10.12(b) "Cause" must be substantial.

10.12(c) In the event of removal from the seniority list, the adjunct faculty member is entitled to:

1. Receive a copy of the charges and specifics.
2. File a grievance.
3. Appeal to the Board of Trustees.
4. Ultimately appeal to the courts.

10.12(d) Adjuncts with three (3) or fewer semesters of service shall not be afforded the protections of Section 10.12. Such adjuncts shall not be removed from the seniority list unless they have been observed at least once and have received a written report of the observation. (Observation hereunder shall not be "observation" as that term is used in Section 20.)

11. OFFICIAL ADJUNCT FACULTY FILES

11.1 There shall be only one set of official personnel files, which shall be kept either as a hard copy or electronically in the Human Resources Department.

11.2 Each adjunct department and the Office of Academic Affairs may maintain information regarding each adjunct faculty member. This may include the date of initial and succeeding service, and subjects taught which may be utilized to establish departmental seniority lists. However, the Human Resources Department file shall constitute the only verified official adjunct faculty file.

11.3 The official Human Resources Department file shall include all the required personnel information furnished by the adjunct faculty member and generated by the College and shall be placed in the personnel files directly. However, no reports, letters, memoranda or other information or documents relating to evaluation, reprimands or grievances shall be placed in the file without notification to the adjunct faculty member concerned.

11.4 In such instances, the Human Resources Department will advise the adjunct faculty member of the existence of such materials during regular College working hours. If the faculty member does not concur in any evaluation or statement concerning him/her, notations to this effect shall be placed in the file at the request of the faculty member.

12. DISTRIBUTION OF AGREEMENT

The College agrees to send a .pdf copy of this Agreement to the Adjunct Faculty Association for distribution among unit members. It shall be the responsibility of the Adjunct Faculty Association to ensure that each member of the bargaining unit is provided with a copy of this Agreement.

13. COURSES FOR ADJUNCT ASSIGNMENT

13.1 All course offerings at Nassau Community College, except those run under the community service budget and apart from those which constitute full time faculty programs in the fall and spring semesters, are to be designated for adjunct assignment and assigned in compliance of this Agreement. No course beginning after 5:25 p.m. on any day

will be applied to a full time faculty schedule when it is possible for the full time member of the faculty to complete his/her schedule with earlier assignments.

13.2 Brush Up Courses

13.2(a) The College shall retain the right to operate brush up classes in the Lifelong Learning/Continuing Education Department of the College.

13.2(b) The College shall retain the right to operate brush up classes outside the normal course of the semester.

13.2(c) Brush up classes shall continue to be assigned under the direction of the Area Dean for each subject.

13.2(d) The College shall comply with Articles 9 and 10 when making assignments to brush up classes. For reading brush up classes, the list provided for in Section 9.5 shall be provided to the Department Representative for the Reading Department along with a complete list of all sections of reading brush up classes and the faculty members assigned to each. Similarly, for math brush up classes, the list provided for in Section 9.5 shall be provided to the Department Representative for Math along with a complete list of all sections of math brush up classes and the faculty members assigned to each.

13.2(e) Notwithstanding the language of Section 10.5 limiting adjuncts to two (2) sections per semester, the College may assign adjuncts to reading brush up sections and math brush up sections without regard to the two (2) section limitation, provided the College adheres to the eight (8) contact hours per semester, and eighteen (18) contact hours per academic year maximums.

13.2(f) Faculty members who teach brush up courses shall be paid 0.63 contact hour for each math section and 0.52 contact hour for each reading section.

13.2(g) In all other respects, the parties' labor agreement shall continue to be applied to brush up course offerings and the College shall recognize the Association as the bargaining representative of the faculty members who teach these courses.

14. FULL-TIME VACANCIES

Upon the occurrence of a full time vacancy or the creation of a new full time position, the Adjunct Faculty Association will be informed of such vacancy or new position and qualified applicants from within the Adjunct Faculty Association will be considered upon application to fill such positions.

15. ACADEMIC CALENDAR

The Adjunct Faculty Association shall be consulted in the preparation of the academic calendar of the College.

16. ELECTRONIC TIME CLOCKS

All unit members shall be required to sign in and to sign out of a work period via electronic time clocks when other College faculty are required to sign into and out of a work period via electronic time clocks.

17. PROCEDURAL CHANGES

Adjunct faculty shall be notified regarding changes in course procedures, outlines, texts and the like. Such notification shall take place at least one semester in advance of such changes. Extraordinary cases requiring exception to the above shall be worked out between the Office of Academic Affairs and the Adjunct Faculty Association.

18. OFFICIAL MEMOS

18.1 Memos shall be considered official if they speak to College policy, academic procedures, administrative directives, or matters affecting working conditions or the academic environment of the adjunct faculty.

18.2 Memos shall be considered official when issued by the President of Nassau Community College, the Vice President for Academic Affairs, the Vice President for Administration or the Office of Academic Affairs.

18.3 Official memos are characterized as general or special. General official memos apply to all adjunct faculty. Special official memos apply to special situations, to single departments or to a group of departments.

18.4 All official memos concerning adjunct faculty members will be placed in their letterboxes, folders, or sent directly to them through the mail.

19. PROBATION

19.1 Effective October 1, 2001, the probationary period shall be three (3) semesters within any given department. All adjunct faculty members with at least three (3) semesters of service prior to October 1, 2001, or one (1) semester of service prior to October 1, 1991, shall be deemed to have completed the probationary period. Adjuncts with two (2) semesters of service prior to October 1, 2001, except as provided above, shall require one (1) additional semester of service after September 1, 2001 in order to complete the probationary period. Adjuncts with one (1) semester of service prior to October 1, 2001, except as provided above, shall require two (2) additional semesters of service after September 1, 2001 in order to complete the probationary period.

19.2 An instructor discharged during the first half of a probationary semester shall receive pay for one half of the semester; if the instructor is dismissed during the second half of a probationary semester, he/she shall be paid for the entire semester.

20. CLASSROOM OBSERVATIONS AFTER PROBATION

20.1 All adjunct faculty may be observed following the completion of the probationary period.

20.2 The purpose of the classroom observation is to improve instruction of the adjunct faculty at Nassau Community College.

20.3 The classroom observation shall be followed by a conference between the supervisor and the observed teacher within ten (10) days of said observation.

20.4 The conference between the supervisor and the teacher shall be followed by a written Report of Observation.

20.5 The teacher is entitled to a copy of the Report of Observation. A copy, signed by the teacher to acknowledge receipt, is placed in the teacher's official file. The teacher may not refuse to sign a copy, but he/she may append his/her comments.

20.6 In the event an adjunct faculty member receives an unsatisfactory observation following a classroom observation, the supervisor shall make every effort to help the teacher improve his/her instruction and to correct the deficiencies noted in the observation report.

20.7 In the event that an adjunct faculty member receives a second unsatisfactory observation, a list of proposed neutral observers consisting of four (4) shall be established by the Association and the College each selecting two neutral observers. The Association and the College will flip a coin and the winner shall first strike a name from the list, followed by the other party choosing a name to strike and finally the party winning the coin flip striking a second time. The remaining proposed neutral observer on the list will be the neutral observer.

20.8 The neutral observer shall not confer with the supervisor or the teacher in question but shall proceed to observe the teacher without giving prior notice. After the observation, the neutral observer shall issue a Report of Observation to the teacher, the adjunct supervisor, the Office of Academic Affairs and the Adjunct Faculty Association.

20.9 No adjunct faculty member shall be removed from a department seniority list for incompetent service unless he/she has received three (3) consecutive unsatisfactory observations. The third observation must be by a neutral observer and must occur in the next semester the adjunct faculty member works following the second consecutive unsatisfactory observation.

20.10 In the event that an adjunct faculty member has received three (3) consecutive unsatisfactory observations including that of the neutral observer, the member may request a hearing before the Vice President for Academic Affairs within ten (10) days after receipt of such notice that he/she is to be removed from the department's seniority list.

20.11 The Vice President for Academic Affairs shall, within fifteen (15) days after the conclusion of such hearing, make his/her determination which shall be final and binding.

20.12 An adjunct faculty member who has been removed from a department seniority list may initiate a grievance on Step 2 of the Grievance Procedure if the procedure outlined above is not followed.

20.13 A uniform observation form will be agreed to by the Office of Academic Affairs and the President of the Adjunct Faculty Association.

21. TABLE OF ORGANIZATION

Each member of the adjunct faculty shall receive annually a table of organization, listing all administrative and supervisory personnel whose responsibilities concern the adjunct faculty.

22. ADJUNCT FACULTY MEETINGS

22.1 Adjunct faculty will be expected to attend no more than two (2) general meetings within a semester as may be called by the Office of Academic Affairs and/or his/her designated representative who shall provide a written agenda for the meeting.

22.2 The day of such meetings shall be determined by mutual agreement between the Adjunct Faculty Association and the Office of Academic Affairs.

22.3 In the event the parties cannot mutually agree to a meeting date, they shall each submit one preferred date to the Grievance Board which shall convene the next day and mandate the general meeting date. The decision of the Grievance Board in this matter shall be final and binding.

22.4 It is expressly understood by and between the parties that the above procedure in Section 22.3 shall not be considered a "grievance" in accordance with the grievance procedure contained in this Agreement.

23. GRIEVANCE PROCEDURE

It is a declared objective of the parties to encourage the prompt resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

23.1 Definition - A grievance shall mean any complaint or dispute between parties hereto and agents of the parties or any faculty member or group of faculty members based on any event or condition affecting their terms and conditions of employment as they relate to the meaning, interpretation or application of this Agreement.

23.2 Procedures

23.2(a) **Step I Department Supervisors** (Informal and non binding on either party). Any employee within the bargaining unit may present a grievance to the Adjunct Faculty Supervisor within six months of the act or condition which is the basis of his/her complaint. The Adjunct Department Supervisor shall meet with the grievant and the Department Representative of the Adjunct Faculty Association within five working days to

attempt to resolve the grievance.

23.2(b) **Step II Office of Labor Relations.** If the employee deems the decision of the Adjunct Department Supervisor to be unsatisfactory, the grievant may within ten working days of the informal decision at Step I, appeal said decision to the Office of Labor Relations. The grievance will be presented in writing by the Chairman of the Grievance Committee of the Adjunct Faculty Association. The Office of Labor Relations will conduct a hearing within five working days of receiving the grievance and will render a decision within five working days of the hearing. The decision shall include all relevant considerations and facts leading to the decision together with reasons for denial if the grievance is dismissed or remedy and redress if the grievance is sustained. The decision sustaining the grievance at this step shall be final and binding except in the matter of monetary awards. In these situations, the Board of Trustees shall have the right to appeal said decision to Step III.

23.2(c) The Association shall have the right to initiate a grievance at either Step I or Step II of the Grievance Procedure within one year from the date the Association knew or should have known of the act or condition which is the basis of the grievance, whichever occurs first.

23.2(d) **Step III Grievance Board.** The grievant shall have the right to appeal to a three member Grievance Board composed of one member selected by the College Administration, one member selected by the Adjunct Faculty Association and a third member selected by the parties from an arbitrator list provided by the New York State Public Employment Relations Board (PERB). The Appeal must be presented to the Board within fifteen (15) working days of the receipt of the Step II decision. The Board shall conduct a hearing within ten (10) working days of the receipt of the Appeal and shall render a decision in writing within fifteen (15) working days of hearing the Appeal. The times stated in the above will hold unless mutually waived by the Adjunct Faculty Association and the College. The decision shall be in writing and shall include all relevant consideration and facts leading to the decision together with reasons for denial if the grievance is dismissed, or remedy and redress if the grievance is sustained. The Grievance Board may properly recommend monetary as well as seniority compensation. The decision by the Grievance Board shall be final and binding.

Every grievance shall be heard and determined by the Grievance Board in office on the date the Step III grievance is filed, notwithstanding the fact that the hearing of that grievance may continue beyond the date when the term of that Grievance Board would otherwise expire. The parties shall select the impartial member for a one-year term from the aforementioned PERB list.

23.3 Special Procedures for Grievance Arising Out of Course Assignment and Seniority

23.3(a) With regard to grievances arising out of course assignment, seniority and course contract signing, the time limits prescribed above shall be modified in these

respects:

23.3(a)(1) The grievance must be presented within two (2) days after the occurrence of the act or condition which is the basis for the grievance. The two (2) day window shall begin after the unit member submits a form affirming the date he/she became aware of the assignment. Said affirmation must be filed with the Office of Labor Relations by October 15th for the Fall semester, March 15th for the Spring semester, and no later than five (5) days into the Winter semester, fifteen (15) days into the Summer 1 and Summer 2 semesters, seven (7) days into the Summer 3 semester, and five (5) weeks into the online and weekend college semesters.

23.3(a)(2) The department supervisor shall communicate his/her decision within two (2) days after receiving the grievance.

23.3(a)(3) The grievant must appeal to the Office of Labor Relations within two (2) days after the decision at Step I has been received.

23.3(a)(4) The Office of Labor Relations shall communicate his/her decision within two (2) days after receiving the appeal.

23.3(a)(5) The grievant must appeal to the Grievance Board within ten (10) days after the decision at Step II has been received.

23.3(a)(6) The Grievance Board shall process the grievance as expeditiously as possible with a view to adjusting the grievance before the assignment.

23.3(a)(7) Section 10 (Seniority) of the Agreement shall prevail throughout the implementation of the grievance process described above.

23.4 General Provision as to Grievance and Arbitration

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee or the Adjunct Faculty Association from presenting and processing a grievance through the procedures provided in this Article.

23.5 Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits, except as modified in Step III of the Grievance Procedure, shall permit the grievant to proceed to the next step.

23.6 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal.

24. CATALOG LISTING

The College agrees to publish the names of adjunct faculty in the College catalog upon the completion of thirty six (36) contact hours or three (3) years of service, whichever occurs first. The catalog listing will be continued as long as the faculty member remains on the department's seniority list.

25. ANNUITY CHECK-OFF

A check off procedure for an annuity shall be made available to Association members on the same basis as is available to members of the Nassau Community College Federation of Teachers.

26. PARKING AND LIBRARY PRIVILEGES

26.1 All signs providing that restricted faculty parking ends at 4:00 p.m. shall be removed from campus parking areas.

26.2 All adjunct faculty shall have the same library privileges as full time day employees.

26.3 Adjunct employees shall present their individual employment contracts for the purpose of library identification.

27. HEALTH INSURANCE

Nassau County will offer unit members the opportunity to participate in all available HMOs not part of the health care programs offered under the New York State Government Employees Health Insurance Program, at the adjunct's own cost and expense.

28. EMERGENCY DAYS

The adjunct non-classroom faculty and music tutors in the Association bargaining unit will receive up to five (5) additional leave days to be used in the event the President cancels classes or declares an emergency for weather or other reasons.

29. CIVIL SERVICE LAW Section 204 A

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

30. RIGHTS OF THE PARTIES

The parties to this Agreement shall continue to enjoy all the rights afforded them by law except as expressly limited by this Agreement and memorandum executed in connection herewith.

31. NO STRIKE CLAUSE

In consideration of the terms and conditions herein agreed to, the Union, as a duly certified representative organization, does hereby affirm that it does not and shall not during the term of this Agreement, assert the right to strike against the County of Nassau, as the employer of the persons represented by the said Union, nor shall the Union assist or participate in any strike or other concerted stoppage of work or slowdown, or impose upon any person represented by it an obligation to conduct, assist or participate in any such strike, or cause, instigate, encourage or condone any such strike.

32. LEGALITY

In the event this contract or any part thereof shall be in violation of any federal, state or local law, then the portion in violation shall be omitted from the contract herein. Any provision of this Agreement which shall be found to be illegal shall not affect the remainder of the contract which shall remain in full force and effect.

33. TERM OF AGREEMENT

33.1 This Agreement shall be effective from October 1, 2023 and shall continue in full force and effect until September 30, 2026.

33.2 Renegotiation Date - Should either party choose to negotiate a successor agreement, such negotiations shall commence no later than June 1, 2026. In the event neither party provides written notice of intent to re-negotiate by May 15, 2026, this Agreement shall be automatically extended for the period from October 1, 2026 through September 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of March, 2025.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as originals thereof.

APPROVED:

NASSAU COMMUNITY COLLEGE

ADJUNCT FACULTY ASSOCIATION

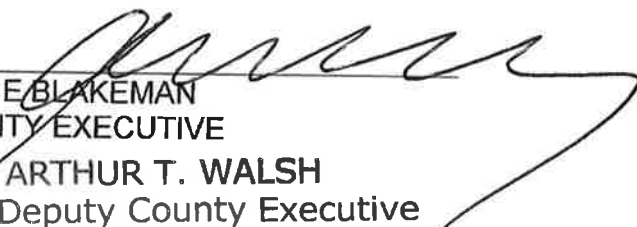


DR. MARIA CONZATTI
CHIEF ADMINISTRATIVE OFFICER



STEFAN KROMPIER
PRESIDENT

COUNTY OF NASSAU



BRUCE BLAKEMAN
COUNTY EXECUTIVE
ARTHUR T. WALSH
Chief Deputy County Executive

APPENDIX
Nassau Community College
AFA Contract Rates for 9/1/2023 through 9/30/2026

Instructor (1-7 Semesters)*

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
9/1/2023-8/31/2024	1,378.80	1,406.37	1,413.27
9/1/2024-8/31/2025	1,420.16	1,448.56	1,455.67
9/1/2025-9/30/2026	1,459.22	1,488.39	1,495.70

Assistant Professor (8-17 Semesters)*

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
9/1/2023-8/31/2024	1,543.67	1,574.55	1,582.27
9/1/2024-8/31/2025	1,589.98	1,621.79	1,629.74
9/1/2025-9/30/2026	1,633.71	1,666.38	1,674.55

Associate Professor (18-27 Semesters)*

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
9/1/2023-8/31/2024	1,797.74	1,833.69	1,842.69
9/1/2024-8/31/2025	1,851.67	1,888.70	1,897.97
9/1/2025-9/30/2026	1,902.59	1,940.64	1,950.16

Professor (28+ Semesters)*

Year	Rate per Contact Hour	Masters plus 30 Credits	Earned Doctorate
9/1/2023-8/31/2024	2,170.07	2,213.48	2,224.32
9/1/2024-8/31/2025	2,235.18	2,279.88	2,291.05
9/1/2025-9/30/2026	2,296.64	2,342.58	2,354.06

*Seniority credit will be awarded for service in any semester, except that no more than three (3) semesters credit may be earned in an academic year.

Interpreters For the Deaf (ZOM)

Year	Non Certified		IC/TC		CSC	
	OVR	NCC	OVR	NCC	OVR	NCC
9/1/2023-8/31/2024	29.21	53.17	30.06	61.15	31.89	67.77
9/1/2024-8/31/2025	30.09	54.77	30.96	62.99	32.84	69.80
9/1/2025-9/30/2026	30.92	56.27	31.81	64.72	33.75	71.72

Technical (ZSR) Assistants

Year	Level I 1-13	Level II 14-27	Level III 28+
9/1/2023-8/31/2024	37.50	41.22	48.87
9/1/2024-8/31/2025	38.63	42.46	50.33
9/1/2025-9/30/2026	39.69	43.63	51.72

Counselors (ZQM)

Year	Level I 1-13	Level II 14-27	Level III 28+
9/1/2023-8/31/2024	49.02	53.79	63.91
9/1/2024-8/31/2025	50.49	55.40	65.82
9/1/2025-9/30/2026	51.88	56.93	67.63

Music Tutors

Year	ZSJ MT (1-13)	ZSK MT (14-27)	ZSL MT (28 +)
9/1/2023-8/31/2024	1,251.65	1,519.26	1,608.64
9/1/2024-8/31/2025	1,289.20	1,564.84	1,656.90
9/1/2025-9/30/2026	1,324.66	1,607.87	1,702.46

Adjunct Librarian Rate

Year	Librarian I	Librarian II	Librarian III
9/1/2023-8/31/2024	50.04	58.96	71.49
9/1/2024-8/31/2025	51.55	60.73	73.64
9/1/2025-9/30/2026	52.96	62.40	75.66

Adjunct Substitute Rates**

Year	Applied Music Tutor	Technical Assistant	Counselor	Librarian	Interpreter for the Deaf NCC Non-Certified	Interpreter for the Deaf NCC Certified IC/TC	Interpreter for the Deaf NCC Certified CSC
9/1/2023-8/31/2024	60.00	31.59	45.00	45.00	50.00	55.00	60.00
9/1/2024-8/31/2025	61.80	32.54	46.35	46.35	51.50	56.65	61.80
9/1/2025-9/30/2026	63.50	33.43	47.62	47.62	52.92	58.21	63.50

**The 9/1/2023-8/31/2024 rates for the Applied Music Tutor, Counselor, Librarian and Interpreter of the Deaf shall be effective August 6, 2024. The 9/1/2023-8/31/2024 rates for Technical Assistant shall be effective September 1, 2023.