

RESOLUTION NO. 2015256

RE: 2015-2016 Adjunct Contract for Dutchess Community College

Legislators BORCHERT, ROLISON, HORTON, SAGLIANO, WEISS, MacAVERY, and AMPARO offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed 2015-2016 Adjunct Contract, and

WHEREAS, Dutchess Community College Board of Trustees Resolution No. 2016-11 dated September 29, 2015, approved said contract, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby authorize and approve the 2015-2016 Adjunct Contract for Dutchess Community College.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of November 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of November 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF DUTCHESS COMMUNITY
COLLEGE
AND THE COUNTY OF
DUTCHESS
AND THE PART-TIME EDUCATOR UNIT OF
DUTCHESS UNITED EDUCATORS

2015 - 2016

TABLE OF CONTENTS

Article I: RECOGNITION.....	1
Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES.....	1
Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS.....	1
3.01 Collective Bargaining Rights.....	1
3.02 Membership Dues Deduction.....	1
ARTICLE IV: PURPOSE AND IMPLEMENTATION.....	1
Article V: ACADEMIC FREEDOM.....	2
Article VI: DUE BENEFITS.....	2
6.01 Use of College Facilities.....	2
6.02 Distribution of Agreement.....	2
Article VII: BENEFITS FOR EDUCATORS.....	2
7.01 Professional Leave.....	2
7.02 Retirement System.....	2
7.03 Tuition Waiver.....	2
7.04 Health Insurance.....	3
7.05 Mileage Reimbursement.....	3
Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS.....	3
8.01 Appointment.....	3
8.02 Orientation:.....	3
8.03 Faculty Evaluation:.....	3
8.04 Annual Mandated State/Federal Training.....	3
Article IX: PERSONNEL PRACTICES.....	4
9.01 Appointment and Termination:.....	4
9.02 Personnel Files:.....	4
9.03 Assignment of Classes.....	4
Article X: SALARY.....	4
10.01 Terms.....	4
10.02 Remuneration for Non-Teaching Assignments.....	4
Article XI: GRIEVANCES.....	5
11.01 Procedure.....	5
(a) Definition.....	5

(b) Step 1	5
(c) Step 2	5
(d) Step 3	5
(e) Appeal/Acceptance	5
Article XII: TERMS AND CONDITIONS OF EMPLOYMENT	6
Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS	6
13.01 Conclusion of Collective Negotiations	6
13.02 Severability	6
Article XIV: APPROVAL OF THE LEGISLATURE	6
Article XV: DURATION OF AGREEMENT	6
APPENDIX A – ACADEMIC FREEDOM	7
APPENDIX B – PART-TIME FACULTY SALARY SCHEDULES	9
APPENDIX C – PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES ...	10

Article I: RECOGNITION

Pursuant to Article XIV, Section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the "Board of Trustees") acting on behalf of the local sponsor, recognizes Dutchess United Educators (hereinafter referred to as "DUE") as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all part-time faculty as defined by PERB certification and the following part-time non-teaching educator positions: high school liaison(s), librarian(s), counselor(s), and academic advisor(s).

Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce, or harass any part-time educator in the enjoyment of any right conferred upon him by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any part-time educators with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in DUE or his participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his institution, of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

ARTICLE IV: PURPOSE AND IMPLEMENTATION

This agreement seeks to promote and assure effective relationships between the management of Dutchess Community College and the part-time faculty and part-time, non-teaching educator positions represented by DUE. It is recognized by the parties that maintenance of the high quality educational programs is of utmost importance and that nothing in this agreement should detract from this effort. This agreement formally and publicly acknowledges the contribution of part-time faculty and part-time, non-

teaching educator positions toward this goal of continued quality educational programs at Dutchess.

Article V: ACADEMIC FREEDOM

All parties to the agreement endorse the 1940 AAUP Statement on Academic Freedom (1990 revision). Said statement is hereby adopted and made part of this agreement as shown in Appendix A.

Article VI: DUE BENEFITS

6.01 Use of College Facilities

DUE may use College facilities at reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

6.02 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and the College shall be responsible for providing one copy to each member of the unit. In addition, the Part-Time Educator Unit of DUE shall receive fifty (50) copies.

Article VII: BENEFITS FOR EDUCATORS

7.01 Professional Leave

For each individual course section taught, part-time faculty shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

7.02 Retirement System

Part-time faculty may join the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

7.03 Tuition Waiver

The College shall provide a tuition waiver program for part-time educators for the term of this agreement only. The tuition waiver applies to credit courses only.

Part-time faculty who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-time non-teaching educators who have worked for one year are eligible to take one course for credit in each subsequent fiscal year they work.

In class sections where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class size be increased because of this article by more than three students without the faculty member's approval.

7.04 Health Insurance

Members of the part-time faculty who have taught a minimum of four consecutive semesters (excluding summer sessions) may participate in the College's health insurance program. The full cost of the plan will be paid by the part-time faculty member.

7.05 Mileage Reimbursement

Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

8.01 Appointment

Part-time faculty can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. The Dean of Academic Affairs or his/her designee may waive this limitation.

8.02 Orientation:

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all part-time faculty teaching for the first time for the College or for those who have not taught for the College for a period of four consecutive semesters. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for those individuals.

8.03 Faculty Evaluation:

Part-time faculty will receive written evaluations of their work in each of their first two semesters at the College and every alternate semester thereafter in which they have a teaching assignment. Evaluations will include, but not be limited to, classroom visits by the departmental supervisor and students' appraisals of teaching.

8.04 Annual Mandated State/Federal Training

Part-time educators participating in mandated federal/state training will be paid at the non-teaching rate for part-time teaching educators and the hourly-rate for non-teaching educators. Whenever

possible, part-time faculty will be offered the option to complete the training remotely.

Article IX: PERSONNEL PRACTICES

9.01 Appointment and Termination:

The appointment and termination with just cause of part-time faculty shall be done by the President of the College upon the recommendation of the Office of the Dean of Academic Affairs in conjunction with the College Personnel Office.

9.02 Personnel Files:

The Office of Academic Affairs, in conjunction with the College Personnel Office, shall maintain a personnel file for each part-time faculty member. The files, except for pre-employment information, shall be open to the individual faculty member, pursuant to policies and procedures promulgated by the Board of Trustees. The College Personnel Office shall maintain a personnel file for each part-time, non-teaching educator.

9.03 Assignment of Classes

Normally, the assignment of a course to a part-time faculty member will be on the basis of the number of consecutive semesters the part-time faculty member has taught this course. Evaluations of part-time faculty member will be considered. Full time faculty will be given preference on all course assignments.

Article X: SALARY

10.01 Terms

All part-time faculty as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B.

The hourly rates for part-time, non-teaching educators are shown in Appendix C.

10.02 Remuneration for Non-Teaching Assignments

Remuneration for non-teaching assignments assumed by part-time faculty that have been, in advance, either

- Requested by the Department Chairperson and approved by the Vice President of Academic Affairs or his/her designee

OR

- Requested directly and approved by the Vice President of Academic Affairs or his/her designee

Shall be at the rate of \$35.00 per hour for those adjunct faculty who are in their first through sixth semesters of DCC teaching employment and at the rate of \$40.00 per hour for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.

Article XI: GRIEVANCES

11.01 Procedure

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his designee within thirty (30) calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his designee may request DUE meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to, or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of the Agreement and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Appeal/Acceptance

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 7511 (a), (b) I, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt

thereof, it will be accepted as final by the parties.

Article XII: TERMS AND CONDITIONS OF EMPLOYMENT

Terms and conditions of employment as established by this contract may only be changed by mutual agreement. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS

13.01 Conclusion of Collective Negotiations

This agreement is the entire Agreement between the Board of Trustees and the Part-Time Educator Unit of DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

13.02 Severability

In the event that any article, section or portion of this agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms of conditions of this Agreement.

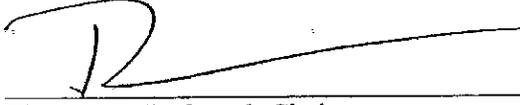
Article XIV: APPROVAL OF THE LEGISLATURE

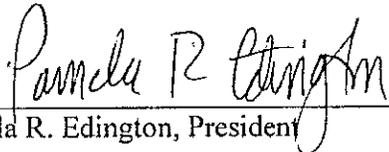
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation or amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XV: DURATION OF AGREEMENT

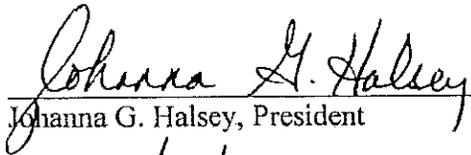
This Agreement shall be effective as of September 1, 2015 and shall continue through August 31, 2016.

DUTCHESS COMMUNITY COLLEGE

By 
Thomas E. LeGrand, Chairman
Board of Trustees
10/7/15
(date)

By 
Pamela R. Edington, President
10-7-15
(date)

DUTCHESS UNITED EDUCATORS

By 
Johanna G. Halsey, President
10/6/15
(date)

DUTCHESS COUNTY

By _____
Marcus Molinaro, County Executive

(date)

APPENDIX A – ACADEMIC FREEDOM

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

APPENDIX B – PART-TIME FACULTY SALARY SCHEDULES

2015-2016

Teaching Rate:

<u>Semesters of Experience</u>	<u>Lecture Rate</u>	<u>Lab Rate</u>
1-6	\$996	\$747
7-14	\$1097	\$823
15+	\$1142	\$857

Non-teaching Rate:

<u>Semesters of Experience</u>	<u>Hourly Rate</u>
1-6	\$35
7+	\$40

APPENDIX C – PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES

2015-2016

<u>Semesters of Experience*</u>	<u>Hourly Rate</u>
1-2	\$31.00
3-4	\$33.00
5+	\$35.00

*A semester of experience is defined as a non-teaching educator working at least 100 hours during an academic semester (including the appropriate intersession and periods during a semester when classes are not in session). Emeriti faculty and professional staff will be considered to have five or more semesters of experience.