

2017 - 2018
Collective Bargaining Agreement
Covered Adjunct Faculty

CCSNH Board of Trustees
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Of New Hampshire
Service Employees International Union
Local 1984

October 25, 2017 to December 31, 2018

PREAMBLE
COLLECTIVE BARGAINING AGREEMENT

This Agreement between the Board of Trustees of the Community College System of New Hampshire, CCSNH, and the Association of Community College Teachers of New Hampshire, ACTN, 1984, CTW, CLC, hereinafter referred to as the "Association", collectively referred to hereinafter as the "Parties".

It is the intent of the Parties to encourage harmonious relationships between the Covered Adjunct Faculty and the Administration to promote the welfare of the student body and to improve the quality and effectiveness of the CCSNH by expecting the highest standards of excellence in instruction, services, and operation recognized by the Parties that mutual benefits are to be derived from continual improvement as institutions of higher learning and the

- G. The right to privatize or contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of community colleges. The Association may confer with the CCSNH on such matters and alternatives pursuant to Article 4.A.1 of the Agreement.

ARTICLE 4 ASSOCIATION RIGHTS

A. CCSNH Association Communication

1. The Parties recognize their mutual obligation to meet and confer regarding matters arising out of the employment relationship between the employer and covered adjunct faculty. It is agreed that the CCSNH Administration and Representatives of the Association shall endeavor to meet periodically to discuss issues of mutual concern.
2. The CCSNH agrees to allow the Association and covered adjunct faculty the use of its messenger mail service and electronic mail system(s) for internal Association business, provided that said mailings are clearly identified as the business of the Association and that such use of the electronic mail system(s) is conducted in accordance with the CCSNH computer use policies and procedures.
3. The Association shall have the right to post, at designated places on college campuses in accordance with CCSNH College shall provide the design SEA steward with the locations for the position of official Association notices. CCSNH shall permit the Association to post meeting notices on the designated places.
4. By

- c. Such approval, if given, will be limited to CCSNH ~~and~~ adjunct faculty, and Association staff members and guests.
2. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the CCSNH's facilities that are otherwise available for public use. Such requests shall be processed in accordance with college policies and procedures related to public facility usage by a ~~profit~~ and/or taxexempt organization.

ARTICLE 5 ASSOCIATION DUES ~~AND~~ AGENCY FEE

A. Association Dues

1. Membership in the Association is optional and shall be made at the discretion of each covered adjunct faculty within the bargaining unit.
2. Membership in the Association shall be continuous. Any change from dues paying membership must be made by the covered adjunct faculty by October 1 for the fall semester and February 1 for the spring semester. Such requests must be made in writing to the Association and addressed to:

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SEIU Local 1984
207 North Main Street
Concord, NH 03301

B. Agency Fee

1. Any covered adjunct faculty whose original date of hire is on or after July 1, 2013 shall be required to pay an agency fee or membership dues for expenses incurred by the Association related to collective bargaining, including but not limited to ~~contract~~ negotiations and administration. The agency fee shall not exceed an amount that represents a prorated share of actual cost associated with such expenses.
2. The Association agrees to comply with New Hampshire and federal law regarding the implementation and notice requirements of agency fees. In doing so, the Association shall inform covered adjunct faculty of their right to object to the amount of agency fee and their right to object to the payment of an agency fee to a public employee labor organization ~~based~~ on their religious belief.
3. The CCSNH shall refuse to enforce the fee requirement if the CCSNH believes that the amount of the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the CCSNH for breach of contract.

C. Payment of Membership Dues or Agency Fee

1. CCSNH agrees to deduct, in equal installments, the regular annual membership dues or agency fee of the Association from the pay of each covered adjunct faculty of the bargaining unit, who indicates in writing that he/she wishes such deductions to be made. The Association will provide the CCSNH

with the completed payroll deduction authorization forms authorized by the covered adjunct faculty. Such payroll deductions shall be put into effect as soon as practicable.

2. The amount to be deducted shall be certified by the Association to the CCSNH. Remittance to the Association shall be made in accordance with the established payroll procedures of the CCSNH. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Chancellor, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

- D. The Association shall hold the CCSNH harmless should any dispute arise between the Association and the CCSNH as a result of the administration of this section.

ARTICLE 6 CONSULTATION

- A. The Parties agree that fostering open communication about workplace matters relating to employment relationship is desirable. Each College shall establish and maintain institutional mechanisms and procedures that include consultation with adjunct faculty.
- B. A request for consultation may be submitted by either Party in writing, stating the reason for the meeting or topic for consultation. Consultation requests by the Association shall be made to the Chancellor or to the appropriate College President (not college related matters). Consultation requests by the CCSNH shall be made to the President of the Association. Agendas shall be agreed upon within seven (7) days of such meetings. Such meetings shall not be for purpose of negotiations nor for the resolution of grievances.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

- A. It is the objective of the parties of this Agreement to encourage the prompt and equitable resolution of grievances and to do so at the lowest possible level. Deliberations regarding employee discipline will be pursued in a confidential manner. No member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

- B. General Provisions

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2. A grievance shall be filed within twentyone (21) calendar days from the time the grievant knew or should have known of the alleged violation. A grievance is considered to be formally filed when submitted to Step One, or other appropriate Step, of this procedure.
3. A grievance initiated by the Association shall be filed directly with the College President and shall be considered a Step II appeal.
4. A grievance initiated by the CCSNH against the Association or its members shall be served directly upon the President of the Association and shall be considered a Step II appeal.
5. Failure of the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the Grievant of the decision rendered at the last step.
6. Failure on the part of the CCSNH to comply with the time limit requirements of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.
7. The time limits prescribed in this article may be extended by mutual agreement.
8. A Grievant may withdraw his or her grievance at any point in this procedure.
9. Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.

C. Informal Consultation

The Grievant shall attempt to solve his or her grievance expeditiously by discussing the disputed matter in an informed and informal manner with the parties directly involved.

D. Formal Grievance Process

1. Step One Grievant and Vice President for Academic Affairs
 - a. If informal discussion has failed to achieve a satisfactory resolution, the Grievant and/or the Association may file formal written grievance to the Vice President for Academic Affairs. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and of the 0.00000

- e. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly in good faith by all parties.

2. Step Two Grievant and College President

- a. In the grievance process, the Grievant and/or the Association may file a formal written grievance with the College President within twenty-one (21) calendar days from the date of the written decision rendered in Step One. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.
- b. The College President shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be

- c. Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the arbitrator shall be assessed by the AAA and the arbitrator and shall be shared equally by the CCSNH College Association.
- 3. The CCSNH, the Association, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. The CCSNH and the Association, however, retain rights to challenge the decision of the arbitrator, as provided for by law. Such appeals shall be filed to

the Superior Court within forty five (45) calendar days from the date of the written notice of the
of RSA 542, as amended, shall a 1 1111111111111yD>13<0190015D017D>-3<0176>3<0190>] TJ

- C. CCSNH adjunct faculty instruction is institution specific. That is, each CCSNH college retains and assigns its own faculty to meet its own instructional needs. The number of assigned credit hours per term/semester and terms/semesters a covered adjunct faculty member teaches is recorded and acknowledged by each CCSNH college and reported to the CCSNH Human Resources Office.
- D. Adjunct faculty shall be allowed to teach as many as twelve (12) credit hours per semester. However, it is understood that adjunct faculty are part-time faculty, teach a variable number of credits in an academic year and serve in a non-benefitted instructional position. If future interpretations of the Affordable Care Act (ACA) by federal governmental agencies and/or the courts conclude that an adjunct faculty member is not in compliance with the requirements of the ACA, the CCSNH reserves the right to determine whether it is in compliance with the requirements of the ACA and the Association reserves its right to challenge whether the CCSNH is in compliance with the requirements of the ACA.
- E. A credit hour is the equivalent to one 50-minute session (contact hour) of classroom instruction per week for a semester of fifteen/sixteen weeks. The number of direct course meetings per term/semester may be adjusted proportionately to reflect modified academic calendars and formats of study.
- F. Semester credit hours are established by CCSNH and granted for various types of instruction as follows:
1. Lecture, discussion, seminar: one contact hour per week constitutes one credit hour.
 2. Laboratory: 23 contact hours per week constitutes one credit hour.
 3. Studio: 23 contact hours per week constitutes one credit hour.
 4. Practicum/Fieldwork/Internship/Coop: Variable number of contact hours per week as determined by the college constitutes a one credit hour.
- G. A clinical contact hour is a measure that represents an hour (60 minutes) of scheduled instruction and supervision in a clinical setting.

ARTICLE 10 CANCELLATION OF CLASSES

- A. Notice of Class Cancellations During a Term/Semester
1. When a College determines that classes are cancelled or implements a delayed start of classes, adjunct faculty shall be notified in accordance with the notification procedures established at each College.
 2. When a covered adjunct faculty member seeks to cancel a class due to personal circumstances, established procedures. The covered adjunct faculty member shall be required to provide advance notice of such cancellation and to take the necessary steps to cover the course material missed due to such absence.

ARTICLE11
EVALUATIONS

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E. In his/her role as a citizen, every adjunct faculty member has the same freedom as other citizens. However, in his/her extramural utterances s/he has an o

C. The time of issuance.

D. A covered adjunct faculty shall be entitled to Association representation at a dismissal meeting, if requested by the covered adjunct faculty.

ARTICLE 61 COMPENSATION

A. The salary schedule at each CCSNH college for covered adjunct faculty (except for covered adjunct clinical faculty) shall be as outlined below. The lab or studio component of a course shall be compensated at sixty-seven percent (.67) of the credit rate multiplied by the number of lab hours designated for the course. For adjuncts assigned to teach both the lecture and lab components of a course, the compensation for lab instruction shall be added to the per credit rate compensation for the course.

1. Effective Spring, 2017, the salary schedule at each CCSNH College shall be as follows:

Adjunct Instructor	\$628.00
Adjunct Lecturer	\$714.00
Adjunct Senior Lecturer	\$779.00

2. Effective Fall 2017, the salary schedule at each CCSNH College shall be as follows:

Adjunct Instructor	\$641.00
Adjunct Lecturer	\$728.00
Adjunct Senior Lecturer	

- B. The hourly rate per clinical contact hour (60 minutes) at each CCSNH College shall be as outlined below. Such compensation is inclusive of duties associated with clinical preparation and student assessment.

Clinical Adjunct Level	Fall,2017	Spring, 2018	Fall, 2018
Level 1	\$44.70	\$45.37	\$46.05
Level 2	\$50.87	\$51.63	\$52.40
Level 3	\$55.50	\$56.33	\$57.17

- C. The compensation rate applied for Summer teaching shall be that which is assigned for the preceding Spring semester as noted in Section A and B above.
- D. A covered adjunct faculty may advance from Adjunct Instructor to Adjunct Lecturer or from Adjunct Lecturer to Adjunct Senior Lecturer if hired as an Adjunct Lecturer, following the successful job performance and the completion of the sixth semester of teaching at the designated college. Service in rank and successful performance shall be defined as the completion of six (6) semesters of instruction, which may include summer.
- E.

B. C

ARTICLE 19
PERSONNEL FILES

A. A personnel file

ARTICLE 10
NO STRIKE OR LOCKOUT

- A. The Association on behalf of its officers, agents, and bargaining unit members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strike or other forms of job actions declared unlawful by RSA 273:3.
- B. Any member of the bargaining unit who violates the provisions of this Article will be subject to discipline, including discharge.
- C. In the event of a prohibited action under this Article, the Association agrees to use every reasonable effort to inform the bargaining unit of such activity in opposition to such activity.
- D. The CCSNH agrees that neither it nor any of its Trustees, officers, agents, or employees shall engage in any lockouts or other forms of job action that have been declared unlawful for the life of this Agreement or any written extension thereof.

ARTICLE 12
NOTICES

- A.

ARTICLE 4 DURATION

- A. This Agreement as executed by the parties shall continue in full force and effect from the date of signing until midnight December 31, 2018

- B. The CCSNH and the Association shall have the right to renegotiations on any article(s) of this Agreement upon mutual agreement.

