



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

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EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE November 10, 2021 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

November 5, 2021

FN 20 21-292

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Memoranda of Agreement to Expand the Cap on Vacation Accrual Roll Over for Bargaining Unit Employees

Dear County Executive Picente:

Each of our five (5) collective bargaining agreements contain a provision that allows an employee to roll over a maximum of fifteen (15) days of vacation days from one year into the next. Accruals beyond the cap are forfeited. As a result of the COVID-19 pandemic, the County has had to limit employee use of vacation time in certain departments and titles due to staffing needs to meet the demands of the County's pandemic response.

I am proposing Memoranda of Agreement with each of the five (5) bargaining units, specifically, UPSEU White and Blue Collar, CSEA, PBA and Local 1249, for your ratification, that would allow employees to roll over a maximum of twenty-five (25) days of vacation from 2021 into 2022 only. I am in the process of collecting signatures on the individual Memoranda. I have included the UPSEU Blue and White Collar Memoranda for your review. Each of the others is the same except for the name of the union, the specific section of the contract effected, and the dates of the existing contract.

If you concur, I respectfully request that you submit this request to the Board for consideration at their November 10, 2021 meeting, to allow employees adequate time for planning.

Very truly yours,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 11/5/2021

MEMORANDUM OF AGREEMENT

By and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (BLUE COLLAR UNIT)

WHEREAS, the County of Oneida/Mohawk Valley Community College (the “County”) and the United Public Service Employees Union (Blue Collar Unit) (“UPSEU”) are signatories to a collective bargaining agreement (the “CBA”) for the period of January 1, 2018 to December 31, 2021, as extended via a rollover agreement extended to December 31, 2023; and

WHEREAS, said CBA contains a provision at § 13.2(B) that gives an “employee the right to carry over a maximum of fifteen (15) days vacation time from one vacation year into the next vacation year;” and

WHEREAS, the parties recognize that as a result of the County’s response to the COVID-19 pandemic, certain employees have been limited in their ability to utilize vacation time; and

WHEREAS, the parties wish to enter into this Memorandum of Agreement to grant a one-time expansion on the cap for vacation day carry over;

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree as follows:

1. §13.2(B) of the CBA shall be modified to allow an employee the right to carry over a maximum of twenty (25) days of vacation time from 2021 into 2022.
2. The modification detailed herein shall only apply to the carry over from 2021 into 2022, and shall have no effect on § 13.2(B) of the CBA in any other year, nor in any other manner. This Memorandum of Agreement shall not set precedent with regard to § 13.2(B), nor any other provision of the CBA.
3. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.

4. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
5. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
6. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.
7. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
8. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
9. Except herein expressly agreed, the terms and provisions of the CBA shall remain in full force and effect.

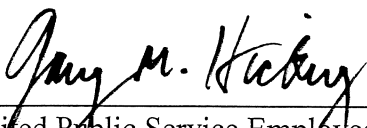
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

County of Oneida
BY: Anthony J. Picente, Jr.
County Executive

Date

Mohawk Valley Community College
BY: Randall J. VanWagoner
President

Date



United Public Service Employees Union
By: Gary M. Hickey
Executive Vice President/Regional Director

11-4-21
Date

MEMORANDUM OF AGREEMENT

By and between

THE COUNTY OF ONEIDA/MOHAWK VALLEY COMMUNITY COLLEGE

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (WHITE COLLAR UNIT)

WHEREAS, the County of Oneida/Mohawk Valley Community College (the “County”) and the United Public Service Employees Union (White Collar Unit) (“UPSEU”) are signatories to a collective bargaining agreement (the “CBA”) for the period of January 1, 2018 to December 31, 2021, as extended via a rollover agreement through December 31, 2023; and

WHEREAS, said CBA contains a provision at § 13.2(B) that gives an “employee the right to carry over a maximum of fifteen (15) days vacation time from one vacation year into the next vacation year;” and

WHEREAS, the parties recognize that as a result of the County’s response to the COVID-19 pandemic, certain employees have been limited in their ability to utilize vacation time; and

WHEREAS, the parties wish to enter into this Memorandum of Agreement to grant a one-time expansion on the cap for vacation day carry over;

BE IT RESOLVED, as a negotiated Memorandum of Agreement, the parties hereto agree as follows:

1. §13.2(B) of the CBA shall be modified to allow an employee the right to carry over a maximum of twenty (25) days of vacation time from 2021 into 2022.
2. The modification detailed herein shall only apply to the carry over from 2021 into 2022, and shall have no effect on § 13.2(B) of the CBA in any other year, nor in any other manner. This Memorandum of Agreement shall not set precedent with regard to § 13.2(B), nor any other provision of the CBA.
3. The parties acknowledge that during their joint discussions which resulted in this Memorandum of Agreement, that they were fully and fairly represented; that they had the unlimited right and opportunity to propose the terms of this Memorandum of Agreement; that they knowingly, voluntarily, and of their own free will, entered into this Memorandum of Agreement, having read and fully understanding its terms; and that all understandings and agreements between the parties on the issues addressed herein are set forth in this Memorandum of Agreement.

4. This Memorandum of Agreement shall be construed and enforced in accordance with and governed by the statutes and common law of the State of New York.
5. This Memorandum of Agreement constitutes the entire agreement and understanding between the parties on the issue addressed herein.
6. The parties acknowledge that no representation, promise, inducement or statement of intention has been made by any party to this Memorandum of Agreement that is not embodied in this Memorandum of Agreement and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Memorandum of Agreement.
7. This Memorandum of Agreement may not be modified except by a writing signed by all parties.
8. This Memorandum of Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective legal representatives, estates, successors, assigns, heirs, administrators, personal representatives, and executors.
9. Except herein expressly agreed, the terms and provisions of the CBA shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

County of Oneida
BY: Anthony J. Picente, Jr.
County Executive

Date

Mohawk Valley Community College
BY: Randall J. VanWagoner
President

Date



United Public Service Employees Union
By: Gary M. Hickey
Executive Vice President/Regional Director

11-4-21
Date

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

November 5, 2021

FN 20 21-293

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

WAYS & MEANS

Re: Resolution to Expand the Cap on Vacation Accrual Roll Over for H, M and P Scale Employees

Dear County Executive Picente:

The Personnel Rules contain a provision that allows an employee to roll over a maximum of fifteen (15) days of vacation days from one year into the next. These rules govern our non-union employees, specifically those on the H, M and P scales. Accruals beyond the cap are forfeited. As a result of the COVID-19 pandemic, the County has had to limit employee use of vacation time in certain departments and titles due to staffing needs to meet the demands of the County's pandemic response.

I have proposed authorization for a Memorandum of Agreement with each of our five (5) bargaining units that would allow the same benefit. A request for approval of those is sent simultaneously under a separate cover letter. I am recommending that a request be made to the Board to pass a resolution that would allow H, M and P Scale employees to roll over a maximum of twenty-five (25) days of vacation from 2021 into 2022 only.

If you concur, I respectfully request that you submit this request to the Board for consideration at their November 10, 2021 meeting, to allow employees adequate time for planning.

Very truly yours,

A handwritten signature in cursive script, reading "Amanda Cortese-Kolasz".

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

A handwritten signature in cursive script, reading "Anthony J. Picente Jr.". Below the signature is a horizontal line.

Anthony J. Picente, Jr.
County Executive

Date 11/5/2021



MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
Tel 315-792-5333
Fax 315-792-5678

November 1, 2021

FN 20 21-294

Honorable Anthony Picente
County Executive
800 Park Avenue
Utica, New York 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear ^{Tony}Hon. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Professional Association (PA) and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees and was accomplished under the guidance of our counsel from the Oneida County Attorney's Office.

BACKGROUND

Negotiations began prior to the pandemic in January of 2020. The parties met three times prior to the pandemic and had reached agreement on 10 proposed articles. These were primarily non-economic language changes and the establishment of wording that created efficiency in administrative processes. The two sides met again on August 10, 2021 to resume negotiations and had two subsequent sessions that were very productive. Overall, the negotiation was collaborative in ways that made for a collective bargaining agreement that is both equitable for PA members and strategically helpful to the College with regard to online course delivery and future challenges. The tentative agreement was overwhelmingly approved by the PA membership and unanimously by the MVCC Board of Trustees.

Significant Economic Agreements

Length of Agreement

Tentative Agreement for three (3) years – September 1, 2021 through August 31, 2024

Compensation

Annual salary increase of 2.5% each year; Cost is \$1,194,430

Other Economic Tentative Agreements

Establishes minimum pay for Non-Teaching Professional promotional levels. This aligns these employees with the faculty in terms of establishing minimum salaries; Cost is \$298,898

7

Reduces the faculty load from 30 credit/36 contact to 30 contact hours. Cost: \$596,700

Establishes a Faculty Mentor Program for Underserved Students. Faculty are compensated at the Overload Rate per student for up to 30 students. Cost: \$178,500; Savings: \$1,237,560; Net Savings: \$1,059,060

Provides a one-time cash payment of \$1,000. Cost: \$229,000

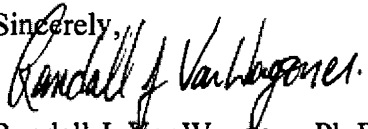
Distance Learning:

- Creates a mechanism for the College to pay for online course design and retain ownership of the course. Faculty who choose to maintain ownership of courses they design will not be paid for the design work.
- Faculty have priority to teach up to 2 courses that they have designed. This creates flexibility in offering sections.
- Establishes pay based on a sliding scale depending on ownership of course, whether it is converting an existing course or if it is a fully new developed course that we own. It is a system that accounts for the amount of work as well as the number of credits in the course (previously we would have paid the same for .5cr PE course as we did a 3cr Psych course). We eliminated all subsequent teaching and redevelopment costs, and we gained ownership of the courses for expanded use.
- Establishes quality control of course design to be determined and approved by the Vice President for Learning and Academic Affairs.
- Includes both online and HY Flex modes of delivery.
- Savings: \$229,842

There are additional economic agreements that are lesser in cost or saving than those highlighted above. The package, when calculated in totality over the three years, is a 2.38% annual increase. (Net three year cost of \$960,359 and \$13,445,827 total payroll).

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,

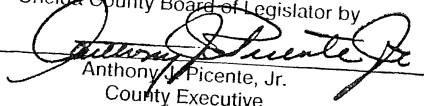


Randall J. Van Wagoner, Ph.D.
President

Enclosures

C: MVCC Board of Trustees
Crystal Marceau, Executive Director of Human Resources
Tom Squires, Vice President for Administrative Services
Peter Rayhill, County Attorney

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony Picente, Jr.
County Executive

Date 11/5/2021

AGREEMENT,

made 1 September, 2021

by and between

THE COUNTY OF ONEIDA

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE
(hereinafter collectively referred to as the "College" or "Employer",
individually referred to as the "County" or "Board")

and

THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL
ASSOCIATION
(hereinafter referred to as the "Association").

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ARTICLE 1 – Recognition

The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those employees in a bargaining unit at Mohawk Valley Community College comprised of full-time teaching employees, including the Coordinator of Respiratory Care and the Coordinator of Health Information Technology/Medical Records, and full-time non-teaching employees whose titles are set forth below (now or hereafter appointed), and persons of comparable rank and/or title and excluding all other employees of the College for the purpose of negotiations regarding wages, hours, and other terms and conditions of employment, and the settlement of grievances. Such recognition shall remain in effect for the maximum period allowed by law.

All Professional Association titles can be found in Appendix C.

ARTICLE 2 – Association And Employee Rights And Responsibilities

2.1 Association Membership and Access to Candidates

- A. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon bargaining unit members by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership, or lack thereof, in the Association or their participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or their institution of any grievance or complaint under this agreement.
- B. The College will timely provide all candidates who are interviewed for unit positions a letter from the Professional Association in the form annexed hereto as Appendix F.

2.2 Use of Facilities

The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with the normal college operations. The Association will make advance arrangements with the College pursuant to current procedures for room reservations as utilized by the faculty.

2.3 Dues Deductions and Member Enrollment

- A. The Association shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each such member and remit said deductions promptly to the Association unless and until the Association's right to dues deduction is terminated pursuant to Civil Service Law.
- B. The Association shall be entitled to the benefit of notification of a new hire and the new hire start date within thirty (30) days per Civil Service Law Section 208, Subsection 4. Email notification must be

sent to the Association's President, 1st Vice President, New Member's Committee Chair and Benefit's Fund Chair.

- C. If a Bargaining Unit Member informs the College that they wish to change their enrollment status, the College agrees to inform the Association by email and direct the member to the President of the Association.

2.4 Contract Distribution

Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.

2.5 Meetings of the Parties

The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract or terms and conditions of employment. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

2.6 Tuition Waiver

The College agrees to follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York. Prior to the forwarding of the tuition waiver application to the State University of New York such application(s) shall be subject to the review and recommendations of the Staff Development Committee. In furtherance hereof, at an employee's request the employee's schedule may be established by the College to accommodate the employee's professional obligation and pursuit of continuing education.

Employees shall be entitled to tuition waiver for state aidable courses taken at Mohawk Valley Community College of six (6) credit or equivalent hours per semester and a cumulative maximum of six (6) credit or equivalent hours during the summer sessions. Members may be allowed to exceed the six (6) credit limit on a space available basis and with prior approval from the Executive Director of Human Resources.

Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aided courses offered by the College, after contribution of any grants-in-aid up to the cost of tuition. An individual serving in the same relationship as an employee's spouse shall be entitled to such tuition waiver whether or not that individual is included on the employee's Federal Income Tax return. All such Tuition Waivers during the summer sessions shall be limited to a

cumulative maximum of six (6) credit or equivalent hours.

The employee or dependent shall be responsible for all costs in excess of the tuition.

2.7 Parking

The College shall provide adequate parking for bargaining unit members in areas designated by the College. The imposition of a nominal fee for registration of cars, to assist the College in proper policing of parking regulations, does not constitute a contract violation providing that said fee is not selectively applied among employees.

2.8 Equal Employment Opportunities

Mohawk Valley Community College does not discriminate. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, sexual orientation, national origin, creed, disability, familial status, military status, domestic violence victim status, arrest or conviction record, predisposing genetic characteristics, gender identity, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation. Additionally, the provisions of this agreement shall be applied equally to all qualified employees without discrimination as listed above.

2.9 NYSUT Benefit Trust

The College will provide all necessary mechanisms to permit employees who elect coverage under the New York State United Teachers Benefit Trust to pay for such coverage through payroll deductions.

ARTICLE 3 – Management Rights And Responsibilities And Association Responsibilities

3.1 Management Rights & Responsibilities

Except as limited by the specific and express terms of this agreement, the College hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, reduction in force, promotion, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. All of the customary and usual rights, powers, functions, and authority possessed by management are vested in the College Administration and the College Administration shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this agreement.

3.2 Association Responsibilities

The Association will not cause, assist, instigate, encourage, threaten, condone, participate, or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies, or duties of the Employer to enforce provisions of law applicable in the event of a strike.

3.3 Curriculum

The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of New York or the State Education Department. Faculty recommendations in the area of curriculum shall be sought through the appropriate Schools and following procedures adopted by a college-wide committee of faculty.

ARTICLE 4 – Appointments And Promotions

Year of Service

For the purpose of this agreement, a year of service is service for an employment year as defined in 5.3. In the initial year of employment or upon recall from layoff any bargaining unit member whose employment begins no later than October 1 shall be credited a full year of service.

Continuing and Career Appointments

A continuing appointment is an appointment to a position of academic rank which shall not be affected by changes in such rank and shall continue unless terminated for just cause. A career appointment is an appointment to any unit position not having academic rank which shall continue unless terminated for just cause. Such career appointment survives movement to a higher gradation of the same title. For purposes of this agreement movement from Programmer Trainee (Grade 1) to Programmer (Grade 2) to Senior Programmer (Grade 3) to Programmer Analyst (Grade 4) to Database Administrator (Grade 5) or Systems Analyst (Grade 5), or movement from Financial Aid Assistant (Grade 1) to Technical Assistant-Financial Aid (Grade 1) to Financial Aid Advisor (Grade 2) to Senior Financial Aid Advisor (Grade 3), to Assistant Director of Financial Aid (Grade 5) or movement from Technical Assistant (Grade 1) to Technical Assistant-Academic (Grade 2), or movement from Financial Aid Accountant (Grade 2) to Assistant to the Controller (Grade 2) to Financial Analyst (Grade 5) to Senior Financial Analyst (Grade 5) shall be considered movement to a higher gradation of the same title. When a unit member who has earned a career appointment moves to another position where a career appointment is a possibility, consideration for career appointment is automatic after two (2) full years of service. The time may be extended by mutual agreement of the parties.

- A. Method of Appointment. All continuing and career appointments shall be made by the Board on the recommendation from the President.
- B. Consideration. Consideration for continuing or career appointment is automatic for all eligible probationary employees. All probationary employees may be considered for continuing or career appointment after one (1) full year of service in academic rank or unit title. Appointees shall be granted continuing or career appointment not later than the completion of a term of five (5) years of credited service in academic rank or unit title or their services must be terminated, except as provided in 4.3.C.

- C. Service Credit. The following shall be used in computing years of credited service:
1. Each consecutive appointment to academic rank or unit title;
 2. Periods of leave with salary during appointment periods;
 3. Periods of leave without salary at the discretion of the Board;
 4. Non-consecutive appointments to a maximum of three (3) years.
 5. Part-time employment while on unpaid leave per Article 11.12 to a maximum of three (3) years.
- D. Administrative Assignment. Any eligible person given an appointment with academic rank concurrent with or subsequent to administrative assignment shall acquire a continuing appointment in the same manner as otherwise herein provided, but such continuing appointment shall apply only to the position of academic rank.
- E. Retention of Continuing or Career Appointment. An appointment to a college administrative position shall be without loss of continuing or career appointment status in the position of academic rank or unit title held prior to the administrative appointment. An employee with a continuing or career appointment who moves to a new title and thereafter returns to the same or a similar position shall return with continuing or career appointment.
- F. Procedures. Not later than November 1 of the fifth year of credited services the appropriate College Administrator shall submit a written recommendation with justification as to the candidate to the appropriate Vice President or Dean. For the purposes of continuing and career appointment: If at the time of consideration for continuing and career appointment, unit members are assigned obligations in two (2) or more departments or Schools as part of their professional duties, recommendations for continuing and career appointment from all department heads or Deans will be used.
- G. Notice. Written notice that a continuing or career appointment is, or is not, to be granted shall be given not later than five (5) business days following the regular February Board meeting or March meeting in the event there is no February Board Meeting, preceding the completion of five (5) years of credited service.

Probationary Appointment

A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.

- H. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
- I. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation from the President.
- J. Renewal and/or Termination.
 - 1. Probationary appointments may be renewed but the accumulated time shall not exceed five (5) years of credited service unless by mutual agreement of the parties.
 - 2. An appointee with one (1) to four (4) years of service credit whose probationary appointment is, or is not, to be renewed shall be notified in writing not later than the first business day of June preceding the expiration date of the current appointment.
 - 3. The appointee, if to be renewed, shall signify, in writing, their intention to accept or reject appointment not later than two (2) weeks following notice of appointment. Said notice shall be by first class mail sent to the appointee's mailing address on file with the College, it being the sole responsibility of the employee to keep the College informed of their current mailing address. In the event that the appointee fails to respond to the notice of appointment within the two (2) week period, the College shall send a second notice to the appointee by registered or certified mail – return receipt requested. Absent good cause shown, an appointee's failure to submit their written statement of intention within two (2) weeks following the College's mailing of the second notice of appointment shall be deemed rejection of such appointment.
 - 4. The termination of a probationary employee with more than two (2) years of credited service at the College is reviewable at the arbitration step of the grievance procedure limited solely to questions of compliance with the notice and evaluation provisions of this Agreement, including having been informed

of any deficiencies in writing and receiving a reasonable opportunity to remedy the same.

Credit for Term Appointment

An employee employed on a term appointment and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

Term Appointment

A term appointment is a full-time appointment to a unit position for a limited term of one (1) calendar year or less, for which continuing or career appointments are not available.

- K. Examples: The following are types of positions for which term appointments may be made:
 - 1. Administrative positions;
 - 2. Special purpose assignment;
 - 3. Position not expected to be continuing;
 - 4. Replacement for personnel on leave;
 - 5. Interim arrangement.
- L. Academic Status. Persons holding term appointment may be granted academic rank consistent with their role and qualifications.
- M. Expiration. A term appointment expires at the end of the stated term.

Promotion

Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.

- N. Basis for Promotion. Promotion is based on merit.
 - 1. Employees with Academic Rank. To be eligible to apply for promotion to the rank of Assistant Professor, an employee hired on or before August 1, 2007 with academic rank must have completed two (2) years in rank at Mohawk Valley Community College. An employee with academic rank hired after August 1, 2007 must have completed three (3) years in rank to be eligible to apply for promotion to the rank of

Assistant Professor. To be eligible to apply for each subsequent promotion, an employee with academic rank must complete three (3) years in rank.

2. Employees without Academic Rank. To be eligible to apply for promotion from Level I to Level II, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title at Mohawk Valley Community College by December 31st of the application year. To be eligible to apply for promotion from Level II to Level III, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level II. To be eligible to apply for promotion from Level III to Level IV, an employee in one of the titles without academic rank (Appendix D) must have completed three (3) full years of service in that title since promotion to Level III. An employee without Academic Rank who changes title shall retain their promotional level (i.e., Level I, II, III, or IV) for purposes of 4.6 (future promotional increases), 10.7 (retirement benefits) and 11.7 (accrual of vacation credits).

An employee without Academic Rank who changes title must normally complete three (3) full years of service in the new title before being eligible to apply for promotion to the next level. When the duties of the new title are not substantially different from the duties the employee performed in the old title, the College may waive this requirement.

3. Eligibility for Promotion. Eligibility shall be determined as of the date on which applications for promotion are due.
 4. Criteria. Criteria for promotion are determined by the College in the same manner for all employees.
- O. Consideration for Promotion. Consideration of an employee for promotion may be initiated by the Administration or by written request of the employee to the appropriate Administrative Supervisor, in accordance with the College guidelines as outlines in the Professional Association Promotion Packet Information.
- P. Recommendation for Promotion. The President, together with their recommendation, will also forward to the Board of Trustees the point total from the Promotions Committee for all candidates who meet or exceed the established minimum total for that rank.

- Q. Denial of Promotion. The Employer will provide unsuccessful candidates for promotion a written summary of relevant deficiencies.
- R. Notification. Notification of the granting or denial of promotion shall be given within five (5) working days following the regular May meeting of the Board of Trustees.
- S. Effective Date. Promotions may be conferred at any time in accordance with the directives of the Board. Normally, promotions will become effective at the beginning of the academic year following that in which they are granted.
- T. Effective with the 2010-2011 fiscal year, employees will receive upon promotion to each rank or level increases in base salary as indicated. This increase is to be added to the base after the application of 9.2.B.

Instructor to Assistant Professor or Level I to Level II
\$1500

Assistant Professor to Associate Professor or Level II to Level III
\$2000

Associate Professor to Full Professor or Level III to Level IV
\$2500

- U. For the purposes of promotion: If at the time of application for promotion, unit members are assigned obligations in two (2) or more departments or Schools as part of their professional duties, recommendations for promotion from all department heads and Deans will be used.

Grant-Funded or Program-Funded Appointment

A grant-funded or program-funded appointment is a full-time appointment to a unit position supported by grant, program, contract, or other third-party funds.

- V. Duration. The appointment expires at the end of the stated period or whenever funding shall cease, whichever comes sooner.
- W. Renewal. A grant-funded or program-funded appointment may be renewed at the sole discretion of the College.
- X. Continuing Career, Probationary or Term Appointment. A unit

member employed on a grant-funded or program-funded appointment is not eligible for continuing, career, probationary or term appointment.

- Y. Academic Status. Persons holding grant-funded or program-funded appointments may be granted academic rank consistent with their role and qualifications.
- Z. Credit for Grant-Funded or Program-Funded Employment. An employee employed on a grant-funded or program-funded position and thereafter employed as a probationary employee in the same or similar position shall be given a maximum of three (3) years credit against the required probationary period and, if the service is not continuous or immediately preceding the probationary appointment, it must have been rendered within five (5) years preceding the probationary appointment.

ARTICLE 5 – Professional Assignment

5.1 Wherever used in this Article the term:

- A. Teaching faculty shall mean those bargaining unit employees who normally teach as a major part of their professional obligation.
- B. Non-teaching faculty shall mean those bargaining unit employees who normally do not teach.
- C. The minimum allowed length of class periods, definition of credit hours, class schedule and length will be defined in compliance with SUNY policy 1305.
- D. Contact hour shall mean a class period or a practicum period.
- E. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- F. Service, as used herein, shall mean the availability of the employee to properly perform the duties and responsibilities of their professional obligation.

5.2 Contact Hours

Designation of contact hours as class periods or practicum periods for any new course or changes in such designation shall follow procedures established by the College Administration.

5.3 Employment Year

- A. For a fiscal-year employee an employment year shall begin on the first day of the fiscal year of the College (September 1) and end on the last day of the fiscal year (August 31).
- B. For an academic-year employee an employment year shall begin one (1) week before the start of instruction in the day classes of the fall semester and end eight (8) days before the start of instruction in the day classes of the subsequent fall semester.

5.4 Changes in Work-Year Obligations and Flex Time

- A. When employment-year obligations are changed, affected employees

shall be notified of the change no later than three (3) months preceding the date for which the change is to be effective. In such instances the impact on all terms and conditions of employment will be negotiated with the Association.

- B. Upon prior written mutual agreement between an employee and the employee's immediate supervisor, and approved by the President or the President's designee, the employee's normal work schedule may be altered for a period of time up to, but not exceeding, one (1) year. Such work schedule may fall outside provisions of Articles 5.5 or 6.4. The College shall provide the Association with a copy of the agreement. The agreement may be renewed by mutual agreement of the employee and the immediate supervisor for up to one (1) additional year.

5.5 Work Day

- A. The work day, except for teaching faculty in Health Professions, shall be between 8:00 a.m. and 10:00 p.m. The work day for teaching faculty in Health Professions shall be between 7:00 a.m. and 11:00 p.m. Except in the instance of intramural and coaching activities a teaching faculty member will be scheduled within an eleven (11) hour span, inclusive of meal periods.
- B. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract or terms and conditions of employment. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

5.6 Teaching Load; Full-time Teaching Faculty

- A. The teaching load for the fall and spring semesters commencing the 2021-2022 academic year shall be not more than thirty(30) contact hours. The College may assign up to three (3) additional contact hours in the academic year and pay the affected teaching faculty member for such additional hour(s) at the overload rate set forth in Appendix A (paragraph 9.3) annexed. Teaching faculty members may elect to teach twelve (12) contact hours per semester provided written notice of such election is given by the electing teaching faculty member to their Dean by May 1 preceding the year in which reduced load is taken.

A faculty member may elect either [1] the spring semester or [2] the

fall and spring semesters.

1. Where an election is for reduced load assignment for the academic year, the Association will grant a waiver covering annualization of load if timely requested and if assignment other than annualized would result in the employee being underloaded in one (1) semester and reasonable alternative scheduling is not available.
2. Any compensation for hours beyond reduced load will be pro-rata based upon the load reduction.
3. The base salary of a faculty member electing to teach a reduced load shall be reduced as follows:

<u>Academic Year</u>	<u>1 Semester</u>	<u>2 Semesters</u>
2021-2022	\$5,454	\$10,902
2022-2023	\$5,563	\$11,120
2023-2024	\$5,675	\$11,343

The foregoing sums were calculated by applying to the prior year's sums a percentage equal to the base unit salary increase for each year.

- B. Bargaining unit members who are assigned coaching duties will receive contact hour credit according to past practice. Each teaching credit hour is equivalent to five-sixths (5/6) of a contact hour.
- C. An optional overload (voluntary on the part of the teaching faculty) shall be permitted beyond the limitations set forth in paragraphs 5.5, 5.6.A, and 5.7.A hereof. Teaching faculty accepting such voluntary overload shall be compensated therefor at the overload rate set forth in Appendix A (paragraph 9.3) annexed. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon mutual written agreement between the Instructor and the College. Compensation shall be paid at the time of such overload instruction; however, adjustments in the faculty member's schedule assignment in subsequent semesters may be required to justify overload compensation. In the event that schedule assignment adjustments cannot be made to justify such overload compensation, the faculty member shall be required to reimburse the College for over-

compensation to the extent that the foregoing annual maximums are not exceeded. Except as provided for in Article 5.6.D, the College has no obligation to assign such available courses to individual teaching faculty volunteering therefor. Faculty members electing to teach a reduced load may not teach overload assignments.

- D. Overload Compensation. Bargaining unit members will have priority for two (2) overload sections per session and the same will be made available to qualified non-teaching faculty members on an equal basis with qualified teaching faculty members. The College shall make assignment to such sections. This priority does not apply to a non-teaching bargaining unit member for any session during which that non-teaching bargaining unit member is on a reduced workload. Nor does this priority apply to any bargaining unit member on leave as further specified in 11.13.
1. Such priority will be commensurate with the practice whereby non-unit Administrators will continue to be assigned such sections.
 2. Non-teaching faculty will be eligible to teach courses for overload compensation. Credit courses and non-credit courses generating FTE credit, whenever offered, shall be subject to overload compensation. Compensation for other non-credit courses shall be based upon written mutual agreement between the Instructor and the Administration.
 3. Non-teaching faculty overload assignments shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet their regular obligations.
 4. The procedures to be followed in requesting overload assignments shall be as contained in Appendix E.
 5. Priority for a bargaining unit member is met when a member who has requested one (1) section is assigned and teaches one (1) section or when a member who has requested two (2) sections is assigned and teaches two (2) sections. The teaching of one (1) overload assignment by a bargaining unit member shall take priority over teaching by a classified employee, a part-time employee, a second assignment for a bargaining unit member, or one (1) assignment for a non-unit administrator. The teaching of two (2) overload assignments by a bargaining unit member shall take priority over teaching by a classified employee or a part-time employee and over a

second assignment to a non-unit administrator.

6. The exercise of priority rights as above by a bargaining unit member in no way obliges the College to assign more than a total of twelve (12) contact hours of overload per academic year excluding intersession and summer terms to each qualified bargaining unit member.
7. Upon prior mutual written agreement between the unit member and the appropriate College Administrator, teaching in the intersession or the summer session(s) may be considered as load. Intersession or summer session(s) on load shall not result in reduced load as provided in Section 5.6.A of this Article. In the event a unit member is no longer affiliated with the College, any unused intersession or summer teaching considered as load will be compensated at the overload rate in effect at the time the teaching was performed.

- E. Duties of and compensation or release time for the coordinating of departmental or School or administrative functions shall be based upon mutual agreement between the employee and the Administration. A copy of such agreement shall be provided to the Association. Such agreement terminate at the end of the stated term. Such agreement shall be automatically renewed for the same length of time as the original agreement unless either party terminates the agreement in writing at least thirty (30) days prior to its expiration. These activities may include, but shall not be limited to, course development, coordination of team teaching, and committee assignments.
- F. Team Teaching. When a course is team taught, teaching load shall be pro-rated among the assigned teaching faculty.

5.7 Preparations and teaching assignment adjustment

- A. Except as provided in section 5.12 hereof, preparations shall not exceed three (3) per semester. A waiver will be issued if additional preparations are necessary to constitute a full teaching load. While the College retains the right to assign three (3) course preparations, reasonable effort shall be made to assign fewer.

Physical Education faculty shall not be assigned in excess of three (3) course preparations per each seven-and-one-half (7 1/2) week session.

- B. Teaching assignments for any given semester listing the courses to

be taught shall be distributed to teaching faculty members no later than five (5) weeks prior to the beginning of the semester in which they become effective. Any adjustments in teaching assignments subsequent to this five (5) week notification shall be made and conveyed, in writing, to the teaching faculty member as soon as practical. Adjustments in teaching assignments to accommodate adjunct or overload employment shall require the written consent of the affected teaching faculty member.

5.8 Office Hours

- A. Teaching faculty shall schedule, post conspicuously and be available to their students for at least five (5) office hours per week distributed over the days of the week when classes are in session to provide instructional or other assistance. Faculty teaching web based courses may schedule one (1) virtual office hour per web based course up to a maximum of two (2) of the five (5) office hours per week. Virtual office hours will be posted in the same way as other office hours, and faculty will be available on line at those times to provide instructional or other assistance.
- B. By mutual agreement of supervisor and faculty member, office hours may be flexed to accommodate student needs. Such agreement or lack thereof shall not be subject to evaluation.

5.9 Teaching Load Proration

The teaching load of teaching faculty who may be on leave or who will be appointed for a period of less than two (2) semesters shall be prorated.

5.10 Class Size

The size of a section scheduled for a class, or practicum period for a particular course shall be determined by the Administration.

- A. The expected size for a section scheduled for a class period shall be thirty-five (35) students.
- B. The Administration will make every effort to form a new section when any given class size exceeds forty (40) students as of the Census Date.
- C. The size of a practicum section will reflect health and safety considerations, and availability of space and equipment.
- D. Nothing herein shall prevent the College from providing for large lecture classes or adjusting class or practicum sessions.

5.11 Teaching Waivers

Nothing herein shall prevent the parties from waiving any of the provisions of this article where such action is determined by the parties to be in the best interests of an employee, or the College. Said waiver must be in writing and mutually agreed upon by the parties.

5.12 Availability of funds and space

The provisions of paragraphs 5.7 and 5.10 of this article shall be subject to the availability of funds and space.

5.13 Correctional facilities

When class sessions of courses taught at correctional facilities require time in addition to that specified in paragraph 5.1 of this Article, that time shall be used for tutoring and be compensated, therefore, at the tutoring rate set forth in Appendix A (paragraph 9.8) annexed. Such tutoring time shall not be counted toward teaching load as determined by Article 5.6.

5.14 Instructional Technologies

A. Instructional Technologies

1. The parties shall establish a joint committee to negotiate the impact on all terms and conditions of employment resulting from the adoption of, implementation of, or changes in instructional technology. The committee shall meet upon the request of either party. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.
2. Instructional Technology shall not be used for the purpose of reducing the number of, consolidating, or eliminating bargaining unit positions.

B. Interactive Television

1. Definition. Interactive television exists when an instructor provides instruction by way of live interactive television from one site to another site or to a number of sites at the same time.

Any of the sites may be the one at which the instructor is present.

2. Basis of Participation. Participation in interactive television

instruction shall be voluntary.

3. Training and Preparation

- a. A bargaining unit member who volunteers for interactive television instruction shall be offered training in the use of necessary technology prior to the start of the initial assignment. The College shall determine the type of training and shall make the training available prior to the start of the initial assignment.
- b. Additional training shall be offered where feasible as determined by the College at the request of the bargaining unit member.
- c. The College shall compensate each bargaining unit member an additional credit/contact hour toward teaching load or overload compensation during the first semester the bargaining unit member volunteers for and is assigned to interactive television instruction. The College may grant an additional hour of such compensation during the first semester the bargaining unit member uses interactive television instruction after major changes in technology.

4. Class Size. Initial credit for any interactive television instruction, regardless of the number of sites, shall be one (1) section on load or overload. Once the combined enrollment at all sites exceeds thirty-five (35), the bargaining unit member shall receive additional compensation as follows:

<u>Total Enrollment</u>	<u>Compensation</u>
36 – 42	0.20 X overload rate
43 – 49	0.40 X overload rate
50 – 56	0.60 X overload rate
57 – 63	0.80 X overload rate
64 – 68	0.95 X overload rate

Before the number of students in a section of interactive television instruction exceeds sixty-eight (68), the parties shall reach agreement on compensation for the additional students.

5. Support Services. Bargaining unit members who agree to a

College request to provide proctoring or other two-way interactive television services in addition to other job duties or outside the work day as specified in Article 6.4 shall be compensated at the advisement rate.

6. Location of Instructor. The College may assign the instructor of a two-way interactive television section to provide instruction from each of the sites. The bargaining unit member so assigned shall be reimbursed per Article 6.5.
7. Conduct of Session. Recordings of such class sessions may not be used for evaluation without the written permission of the bargaining unit member. Any observation of such sections shall be made following the same procedures used for observation of classes taught by other methods.

C. Web-Based Courses

1. Definitions.

- A. Online courses: An online course is defined where all Structured Instructional Activities (SIA) and contact hours are online. An online course can be defined during the development phase as containing synchronous or asynchronous delivery or a mixture of both asynchronous and synchronous delivery. However, when an instructor elects for an online course to have synchronous delivery, the synchronous meetings will be listed with a day and meeting time in the Course Search for a semester and the course will not be convertible to asynchronous delivery without mutual agreement between the college and the bargaining unit member.
- B. Hybrid Courses: A hybrid course has online contact hours (synchronous or asynchronous delivery) that displaces at least 50% of the SIA Hours that would normally take place in a scheduled in-person, face-to-face class. This includes instruction, learning activities, and interactions. A hybrid class is designed to integrate face-to-face and online activities so that they reinforce, complement, and elaborate on one another, instead of treating the online component as an add-on or duplicate of what is taught in the classroom. All In-person and synchronous online class meeting days/times must be listed in the course search.
- C. Synchronous Delivery: Synchronous class meetings resemble traditional on-campus In-Person classes in that students

must be (virtually) present at the same time. Though they are conducted virtually, synchronous classes meet in real-time. Students must commit to scheduled class times and sign onto their virtual learning platform on schedule. During these classes, students will engage with the instruction during online lessons and presentations and have virtual class discussions. All Synchronous class meeting days/times must be listed in the Course Search. Synchronous instruction will be considered a part of the SIA for a course and is a choice made before or during development and can only be changed upon mutual agreement between the college and the bargaining unit member.

- D. Asynchronous Delivery: Asynchronous class meetings do not require you to log into the Learning Management System (LMS) at a specified time. Students do not have to follow a strict schedule to engage in live classes or discussions. Assignment deadlines and exams days/times are maintained and included on the class syllabus posted in the LMS.
 - E. If the SIA for an online or hybrid course consists of more than 50% of an off-the-shelf, pre-authored, or an uploadable cassette/CD/DVD from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member, but it is neither subject to ownership nor compensation as described herein.
2. Basis of Participation. Participation in online courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
 3. Technical Support and Training. The College is committed to providing the best training and technical support possible to instructors of online courses both during the developmental period and when the course is offered. Faculty and staff who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

To have well developed online course offerings, the College will identify courses for development at least one (1) full semester

before the first delivery of that course. For example, development must be initiated by the end of a current fall semester to be delivered for the next fall semester.

The first time a member develops a course, they will receive a 3 contact hour load reduction or 3 hours of weekly release time for staff to participate in a training and development offering where the member will be trained on best practices and teaching methods in the College's online Learning Management System (LMS). By the end of that training, the College will review and approve the course before delivery. After a member is trained in online development, future courses that are developed require the same review and approval before delivery. In future developments, training is optional but will not qualify for a load reduction.

4. **Class Size.** Beginning with the ratification of this agreement, all online courses will have a cap of 25. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.

The first offering of any newly developed online course shall not exceed 17 or the natural course capacity for the first semester the course is delivered.

5. **Development, Ownership, and Assignment:** The College and the Association recognize two types of online or hybrid course development.

- A. **Sole Developments:** In **sole developments**, upon mutual agreement between the college and the bargaining unit member, the Member develops a course and retains the sole rights to teach and be assigned one section of that course when offered in the future. A sole owner can only develop a maximum of two courses as a sole owner. There is no compensation for development of a sole owner course beyond the initial training

- B. **Shared Development:** **Shared development** is meant to cover courses where: 1 - the online developer has reached their maximum number of sole developments, 2 - when a group of members is developing a course that will be shared during teaching (e.g. there are more sections that are routinely needed than one person could teach) **or** when a member develops a course where more sections are offered

than can be covered by one member. **Shared development** developers must be trained before or during development.

- A. Development of **shared development** courses will be compensated \$2000 per credit hour for development of the course to ensure that each Structured Instructional Activity is generic enough to be used by any future instructor.
- B. If a team of unit members wishes to collaborate on the development of a course, one member must be the lead developer elected by the group. Development of **shared development** courses will be compensated \$1000 per credit hour for the lead developer and \$500 per Credit Hour for collaborating team members (not to exceed 3 members per course) for development of the course to ensure that each SIA is generic enough to be used by any future instructor
- C. A **shared development** course will be pilot-tested for one semester by the developer or lead developer. The lead developer will be responsible for maintaining the master section of the course in the College's LMS and will retain the right to assignment of at least one section of the course. All other developers will retain the right to assignment for one section of the course per semester in the future. If there are more developers than sections offered, the college will establish a rotating assignment schedule following contractual load assignment and contractual overload assignment priority
- C. Prior to midterm of the development semester, a milestone check will be used to verify that 50% of the course has been developed (See Milestone Checklist). If the milestone has not been met, the agreement to develop may be rescinded and a "B" term class may be assigned to fulfill the teaching obligation
- D. All courses developed prior to the ratification of this agreement, Fall 2021, shall be considered sole ownership; each member will select up to two previously developed courses for retention of teaching rights and shall be included as part Section 4 Ownership and Assignment.

E. A **sole development** member upon mutual agreement between the college and the bargaining unit member may elect to convert their course into a **shared development** course. To compensate the original developer, that member will be paid \$1000 to ensure that each Structured Instructional Activity is generic enough to be used by any future instructor. The original sole developer will then be considered a lead developer.

6. No part of a course may be used, altered, or modified by the College without the written permission of the unit member. An entire online course developed with the support of the College may not be used in competition with the College without the written permission of the College during the member's employment with the College.

7. Administrative Observation.

- A. For the Purpose of Formal Evaluation. Observation of online courses for the purpose of formal evaluation shall be observation of a mutually agreed upon SIA from the course.
- B. For Other Purposes. The College may observe online courses for other purposes, including but not limited to compensation pursuant to Section 5.14.C.5 and adherence to third-party requirements. In such instances, the College will notify the instructor in advance in writing (which includes e-mail) of the section to be observed, when the observation will begin and when the observation will end. The College may visit courses for the purpose of response to technical problems without prior written notification.

D. Hyflex Instruction

1. Definition.

- A. **Hyflex Instruction** exists when an instructor provides instruction by way of live instruction from an on-campus classroom synchronously to a number of sites or through web video conferencing.
- B. **Hyflex Instruction** will be considered a part of the SIA for a course and is a choice made before or during development and can only be changed upon mutual agreement between the college and the bargaining unit member.
- C. Participation in **Hyflex Instruction** shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.

2. Training and Preparation

- A. A bargaining unit member who conducts Hyflex Instruction shall be offered training in the use of necessary technology prior to the start of the initial assignment. The College shall determine the type of training and shall make the training available prior to the start of the initial assignment.
- B. Additional training shall be offered where feasible as determined by the College at the request of the bargaining unit member.

3. Class Size.

- A. Initial credit for any Hyflex Instruction, shall be one (1) section on load or overload. Once the combined enrollment at all sites exceeds thirty (30), the college will make an effort to open a new section of the course

4. Conduct of Session.

Any observation of such sections shall be made following the same procedures used for observation of classes taught by other methods.

5.15 Dual-Credit Courses

- A. Definition. Dual-credit courses are courses taught in high schools which carry both high school and Mohawk Valley Community College credit.
- B. Dual-credit courses shall not be used for the purpose of reducing the number of, consolidating or eliminating bargaining unit positions.
- C. Assignment.
 - 1. The College may request the services of a qualified bargaining unit member to teach a dual-credit course on load. The bargaining unit member shall have the right to refuse the request.
 - 2. Dual-credit courses shall not be available for overload assignment except at the option of the College.
- D. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract or terms and conditions of employment. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

5.16 Combined sections in the Engineering Technologies and Trades
 The following shall be the method to determine the compensation for combined sections in CNC Machinist Technology, Machinist Technology, Carpentry and Masonry, Welding, and Airframe and Powerplant courses. Such shall also be the method used for any future courses in the Engineering Technologies and Trades by mutual agreement. Those sections taught simultaneously during the same session by a single bargaining unit member and which require one-hundred and twenty (120) academic hours of instruction and which have a combined enrollment of twenty-four (24) or fewer students on the census date shall be credited a total of eight (8) contact hours toward load or overload for the combined sections. If the combined enrollment of such sections exceeds twenty-four (24) students, the bargaining unit member will receive additional compensation according to the following table.

<u>Number of Students on the Census Date</u>	<u>Contact Hours</u>
25 – 30	3
31 – 36	6

The number of preparations may not exceed three (3) at any time except for overload unless the parties mutually agree to allow more than three (3) following procedures used to implement Section 5.11 of the collective bargaining agreement.

ARTICLE 6 – Professional Obligation

6.1 Professional Obligation

The professional obligation of a fiscal-year employee shall begin on the first day of the fiscal year of the College or on the effective date of appointment, whichever is later, and continue to the last day of the fiscal year. Except as provided in 6.3, the professional obligation of an academic year employee shall begin one (1) week prior to the first day of instruction in the day classes of the fall semester or the effective date of appointment, whichever is later, on which day they shall report for service, unless otherwise directed by the College, and continue until one (1) week beyond May Commencement.

6.2 Availability during obligation

Employees will be available at such times scheduled or required to satisfactorily complete their professional obligation. Such availability will normally be on campus except by arrangement with the appropriate College Administrator. The professional obligations and duties will include, but not be limited to, attending all meetings scheduled by the appropriate College Administrative Officer or College Administrator; all meetings of committees to which they have been appointed or elected; providing academic advisement; instructional advisement; attending all meetings called by the President; and attending either the December or May Commencement at the option of the College.

6.3 Job Descriptions

- A. Non-teaching faculty will be provided with a job description for their position. Should the job description include the concept of other duties as assigned, such other duties shall be construed to mean only those other duties that are related to the job description. Excepting Librarians and such other classifications of employees as have heretofore been otherwise scheduled, the normal schedule for non-teaching faculty shall be on-campus availability Monday through Friday for seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator. The normal schedule for Librarians and such other classifications, as herein above mentioned, shall be on-campus availability five (5) days per week, seven (7) consecutive hours each day, exclusive of meal periods, unless on vacation (fiscal-year obligation only) as approved by the appropriate College Administrator.

Licensed Mental Health Counselors shall be assignable between

8:00 a.m. and 10:00 p.m. for seven (7) consecutive hours each day, exclusive of meal periods, Monday through Friday.

- B. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract or terms and conditions of employment. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

6.4 Professional Obligation

- A. Unit members may be assigned to fulfill their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Unit members who have professional obligations (excluding overload) at more than one (1) site on the same day and who use their own motor vehicles for transportation shall be reimbursed at the federal mileage rate for travel between work sites. For purposes of this Agreement, travel one-way between the Utica and Rome campuses is twenty (20) miles.
- B. Unit members assigned to fulfill their professional obligation (excluding overload) at an off-campus site located ten (10) miles in excess of the distance normally traveled by the unit member to the on-campus site to which the unit member is primarily assigned as determined by the College and who use their own vehicles for transportation will be reimbursed at the federal mileage rate for travel for the excess distance. For the purposes of this Agreement these distances will be determined by a mutually agreed upon online driving distance calculation website.
- C. Assignments to the off-campus sites located at prisons or correctional facilities shall be subject to the following conditions:
 - 1. Employees hired beginning with the 1989-90 year may be assigned to off-campus sites located at prisons and/or correctional facilities. Assignment to off-campus sites located at prisons and/or correctional facilities is voluntary for all employees hired before the 1989-90 year.
 - 2. Participants in the program will be provided a full orientation.

6.5 Collegial and Public Service Activity

- A. Before a bargaining unit member agrees to involvement in a collegial or public service activity, the unit member and the appropriate College administrator may discuss adjustments in the unit member's work schedule to accommodate time spent beyond the normal work schedule per 6.3.
- B. Failure to accept involvement in a specific collegial or public service activity shall not be used in a bargaining unit member's evaluation nor shall it become part of a promotion recommendation unless participation in such activity is expressly tied to mandated training which is essential to the bargaining unit member's position or is mandated by SUNY, State or Federal regulations.
- C. The College retains all rights to consider and comment on collegial and public service involvement as provided in 7.1.A and 4.6.A.4.

6.6 Advisement

The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this contract or terms and conditions of employment. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

6.7 Non-teaching Pay Grade Assignments

During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations regarding the assignments of pay grades to non-teaching professional positions based upon qualifications, responsibilities, job scope, and other factors. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

ARTICLE 7 – Evaluation and Employee Records

7.1 Evaluation

- A. At least once each year, the professional activities of each employee who holds a probationary, term, or grant-funded appointment shall be formally evaluated, in writing. Employees holding continuing or career appointment will be evaluated at intervals determined by the College, but at least once every five (5) years. Employees on leave will be evaluated at the option of the College. Such evaluation (recognizing that variations occur among disciplines) will be in accord with the standards and procedures adopted by the College. Such formal evaluation of employees shall be made through consideration of, though not limited to, the following factors: teaching and/or professional performance, collegiality, professional growth, and public service. The evaluator shall discuss the formal evaluation with the employee who shall be given the opportunity to inspect and duplicate each evaluation. At the conference, to be held no later than the last day of the professional obligation for academic year employees and no later than the last working day in July for fiscal year employees. The employee shall have the right to bring any material they feel is pertinent to the proper consideration of the nature and scope of the formal evaluation prior to its submission to the appropriate College Administrative officer. The employee has the right to supplement the evaluation, and any such material shall become a permanent part of the employee's personnel file. At such conference, the employee's total academic and professional program that year and cumulatively to date shall be reviewed.
- B. Areas that are not suitable for evaluative comment include but are not limited to:
1. Carrying a reduced load at the employee's option.
 2. All or part of an unauthorized audio or video recording of a class or practicum made by a student.
 3. Non-participation in a specific activity set forth herein as voluntary.

The College retains all rights to consider and evaluate the level of participation in activities as provided in Article 4 and Section 7.1.A.

7.2 Employee Records

The College shall maintain one (1) official Human Resources File for each employee. This file should be located in the Human Resources Office and shall contain, among other things, the following items:

- A. Copies of all formal evaluations of the employee made pursuant to this Article.
- B. Information relating to the employee's academic and professional accomplishments submitted by the employee to be placed in the file at their request.
- C. Any other materials which become pertinent to an employee's evaluation for any purpose. The Human Resources File shall be available for review by the employee's representative, under written authorization by the employee, during normal office hours. Copies of materials shall be made by the College and furnished to the employee upon their request and at their expense.
- D. An employee will be notified at the time of inclusion of any material in their Official Human Resources File and will be provided a copy thereof.
- E. Failure of any unit employee to give at least fifteen (15) business days' notice of termination of their employment, except for reasons of health or serious hardship, may, at the option of the College, be noted in the employee's Human Resources file including for the purpose of subsequent recommendations.

7.3 Discipline

The parties affirm the concept of progressive discipline including oral warning, written warning, written reprimand, suspension, and termination.

- A. Notice of Charge. The initiation of a disciplinary charge against an employee shall be in writing subscribed or endorsed by the appropriate administrator as determined by the President of the College; shall contain a reasonably detailed description of the charges being brought against the employee; the penalty sought and shall inform the employee of their right of Professional Association representation.
- B. Right to Meet. The employee may, within seven (7) working days of the notification of the charge, call for a meeting with a representative(s) of the College, as determined by the College, for the

purpose of providing clarification and specifics of the charge and the opportunity to dispose of the charge without further processing. This meeting shall be held within seven (7) working days of the employee's request.

- C. Right to Respond. Within seven (7) working days of this meeting or within ten (10) working days of notice if no meeting was called for, the employee may respond in writing to the allegation. Such response shall be without prejudice to any forthcoming grievance activity.
- D. Disposition. Within ten (10) working days of the employee's response, or lack thereof, the College will notify the employee of the disposition of the charge, including the specific disciplinary action, if any, to be imposed. A copy will be provided to the Professional Association if the employee has elected Association representation. Upon notification the employee may acquiesce or proceed under the representation of the Association to a formal grievance per Article 15 of this agreement on the issue of the propriety of the discipline. Acceptance of the College's disposition shall in no way compromise the employee's right to respond to the charge by way of the employee's official personnel file.
- E. Exclusions. The provisions of this article apply only to those actions determined by the College to be discipline. Excluded hereunder are matters covered under Article 4.
- F. No Precedent Established. The disposition of any particular case short of arbitration shall not constitute a precedent nor prejudice the position of either party with respect to matters processed hereunder.
- G. Before the issuance of the notice of the charge outlined in Section 7.3.A, the College may inform an employee that discipline may be avoided or lessened by eliminating recurrence of alleged misconduct. The College is free to suggest, in whatever manner, that the use of EAP may be helpful to accomplish the elimination of such alleged misconduct. In the pre-charge stage, EAP should not be phrased as an either/or option.

ARTICLE 8 – Employment Policies

8.1 Professional Vacancies

- A. Professional Vacancies. The College shall post prominently a notice of any vacancy in a permanent full-time professional position at the College. Such notice shall be posted prior to or concurrently with publication elsewhere and shall include the duties and desirable qualifications for the position. Qualified bargaining unit members shall be given consideration equal to others in filling such vacancies.
- B. Upon request by the Association, the College shall provide the unit designation for any vacancy in a full-time professional position.
- C. The College maintains its right to determine the level of services to be offered.
- D. The College may transfer vacant bargaining unit positions to a different School, department, or title.

8.2 Transfers

- A. Definition.
 - 1. A transfer for a teaching faculty member is a move to a different academic School with the same professional rank.
 - 2. A transfer for any non-teaching faculty member is a move to the same or a different job title in a different department or School at the same grade.
- B. An employee may be transferred to perform duties for which, in the opinion of the College, they are qualified. Before such transfer is acted upon by the Board of Trustees, the employee has the right to discuss the proposed transfer with the College Administrator(s) concerned.

8.3 Seniority

For the purposes of retrenchment, seniority shall apply as follows:

- A. A bargaining unit member will accumulate seniority based upon initial date of appointment to a bargaining unit position.
- B. If an employee moves to a position represented by the Association of Mohawk Valley Administrators, the employee shall maintain

seniority the same as existed on the day of appointment to the new position. Upon return to the bargaining unit, the employee shall resume accumulation of seniority.

8.4 Retrenchment

A. Identification of Retrenched Employee.

1. Teaching Bargaining Unit Members

- a. Teaching faculty within the same course group shall be terminated in the reverse order of their accumulated seniority. For purposes of retrenchment, a course group shall consist of all courses with the same alphabetic prefix (e. g., MA) eligible for assignment on load or for compensation at the overload rate. In the event of any change in alphabetic prefix or any creation of a new alphabetic prefix, the College shall notify the Association in writing within five (5) business days of the College's final determination or the College's receipt of notice from an external agency. Initial assignment of an employee to a course group, or reassignment of an employee to a course group, shall exclude any course group in which that employee's assignments have been exclusively overload assignments under paragraph 5.6.C.
 - (1) A teaching faculty member shall be assigned to the course group in the employee's current School which contains the greatest proportion of contact hours taught by the employee within the current and five (5) prior academic years.
 - (2) If a teaching faculty member has equal contact hours in two (2) or more course groups within the employee's current School, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
- b. There shall be no retrenchment of a member of the teaching faculty assigned to a course group until the elimination of all overload and part-time teaching in that course group unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.

- c. In the event that the Employer undertakes a retrenchment, a teaching faculty member subject to retrenchment shall be known as an identified employee.
- (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee as hereunder.
 - (a) If the identified employee has teaching experience in multiple course groups, reassignment shall be to the course group within the current School which contains the next greatest proportion of contact hours taught by the employee until all reassignment possibilities within that School are exhausted.
 - (b) If the identified employee has equal contact hours within two (2) or more course groups within the current School, the employee shall be assigned to that course group among the groups in which the tie exists on the basis of the section scheduled first in the most recent term.
 - (c) Subsequently the employee shall be reassigned in the same way to course groups in which the employee has taught while a member of a department or School offering the courses in that group, no matter where that course group is now.
 - (2) Within the reassigned group a teaching load shall be made available to the identified employee at the expense of part-time teaching and overload teaching unless no member of the faculty assigned to that course group is qualified to teach such courses as determined by an accrediting agency.
 - (a) If the elimination of part-time and overload teaching creates less than a full teaching load, the identified employee, if not the least senior person in that course group, shall displace the least senior person in that course group.
 - (b) If least senior, the identified employee shall

continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

2. Non-Teaching Bargaining Unit Members

- a. Non-teaching bargaining unit members within the same department or School and with the same title and whose job duties require the same or similar qualifications shall be terminated in reverse order of their accumulated seniority. Upon final approval of any elimination, creation, or consolidation of department(s) or School(s), the College shall notify the Association in writing within five (5) business days.
- b. There shall be no retrenchment of a non-teaching bargaining unit member until the elimination of part-time professional employment and on-going compensatory time within the employee's title until less than a full work load remains.
- c. In the event that the Employer undertakes a retrenchment, a non-teaching bargaining unit member subject to retrenchment shall be known as an identified employee.
 - (1) Prior to retrenching the identified employee, the Employer shall reassign the identified employee to a bargaining unit position previously held and currently staffed. If the identified employee has held multiple positions, initial reassignment shall be to the most recent position which the employee has previously held.
 - (2) Within the reassigned position, a work load shall be made available to the identified employee at the expense of part-time professional work and on-going compensatory time.
 - (a) If the elimination of part-time professional work and on-going compensatory time creates less than a full work load, the identified employee, if not the least senior person in that position, shall displace the least senior person in that position.

- (b) If least senior, the identified employee shall continue to be reassigned as herein until eligibility for reassignment is exhausted. At that point the identified employee becomes a retrenched employee.

B. Notification of Retrenchment

When the number of teaching bargaining unit employees is to be reduced, the Employer will, in writing, notify those employees affected by five (5) business days after the April Board meeting prior to the effective date of retrenchment. When the number of non-teaching bargaining unit employees is to be reduced, the Employer will provide not less than six (6) months written notice thereof prior to the effective date of retrenchment.

C. Rights upon Retrenchment

1. In the event less than a full workload remains after the redistribution of functions, duties and services resulting from the retrenchment, a part-time opportunity exists.
 - a. Unless the retrenched full-time employee is not qualified, the College shall firstly and once offer such part-time opportunity to that employee.
 - b. In the event that the retrenched employee is not qualified for or refuses the part-time opportunity, the College shall once offer the functions, duties and services of the part-time opportunity to bargaining unit members, unless not qualified, as an increase or change in the workload of the employee(s) for appropriate compensation.
 - c. In the event that functions, duties, and services of the part-time opportunity remain unstaffed after the application of the above, the College may offer part-time employment to a non-unit member.
 - d. Upon the separation of the non-unit member, the College will repeat steps b and c above.
2. Upon notification of retrenchment an employee will receive primary consideration for:
 - a. Transfer to an available position;

- b. Retraining for assignment to an available position;
 - c. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department or School and/or during summer sessions;
 - d. In any of the foregoing instances, the employee must be qualified as determined by the Board; the opportunity applies to work within and outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunities shall be at the expense of overload assignments and part-time employees.
3. A retrenched employee shall be provided a waiver of tuition (after the contribution of any grants-in-aid up to the cost of tuition) and fees credited to College revenue accounts for enrollment at MVCC in up to sixty-four (64) credit or non-credit remedial hours or five (5) years, whichever comes first, provided that such retraining begins within one (1) year of the date of retrenchment. A retrenched employee pursuing a certificate or degree program will be required to matriculate and apply for financial aid.

D. Rights Subsequent to Retrenchment

For three (3) years following retrenchment, a retrenched employee shall have preferred eligibility for an available full-time position for which the employee is qualified, either in or outside of the employee's title, department, Center, or course group. If a retrenched employee is rehired to the same or a previously held full time bargaining unit position or title, the employee maintains all rights and seniority less time of lay-off. If a retrenched employee assumes a different position or title, the employee is considered a new hire and loses previously accumulated seniority.

ARTICLE 9 – Compensation

Applicable salaries and matters of economic concern for the term of this Agreement shall be as set forth in Appendix A, hereto annexed and incorporated herein by this reference.

ARTICLE 10 – Other Economic Benefits

10.1 Retirement Programs

The Employer shall continue contributions to the several retirement programs available to employees at the rate authorized by law, and employees shall continue to be eligible for those retirement benefits and allowances permitted by law.

10.2 Health Insurance

- A. The College shall implement and continue to make available to bargaining unit members, and their eligible dependents, the BluePPO Option H group health insurance plan, with no co-payment for inpatient hospitalization, and with three-tiered premium rates.
- B. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health Plan, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent health insurance coverage, based on the cost of the traditional Excellus Health plan and the member shall pay 20% of said premium cost. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based on the cost of the aforesaid Blue PPO Option H Plan.
- C. The current Excellus traditional health plan, with three-tiered premium rates, shall continue to be provided (but only so long as Excellus continues to offer such plan) to those bargaining unit members hired prior to January 1, 2007, and their eligible dependents, as the sole alternative plan to the aforesaid BluePPO Option H Plan for said members. If the member opts for the Excellus traditional health plan, their premium contributions shall be at the same percentage rates as stated in 10.2.B above, i.e., either 0% or 20% of the premium cost of the traditional health plan.
- D. The College shall continue to make available to bargaining unit members the current self-insured Maxor Plus Plan with \$5/\$30/\$45 co-payments for retail pharmacy services and \$10/\$60/\$90 for three (3) months via mail order. Specialty medications will be received through MAXOR specialty pharmacy only. Prescriptions filled generic unless medical necessity as determined by physician.

- E. For bargaining unit members hired prior to September 1, 1988, the College shall pay 100% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent prescription drug coverage, and the member shall pay 20% of said premium cost.
- F. The College shall continue to make available to bargaining unit members, and their eligible dependents, the Delta Dental PPO Plus Premier plan.
- G. For bargaining unit members hired prior to September 1, 1988, the College shall Pay 100% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental PPO Plus Premier plan and the member shall pay 0% of said premium cost. For bargaining unit members hired on or after September 1, 1988, the College shall pay 80% of the premium cost for individual and any form of dependent dental insurance coverage, based on the cost of the Delta Dental PPO Plus Premier plan and the member shall pay 20% of said premium cost.
- H. Changing job titles or transfers within the bargaining unit does not constitute rehiring with regard to 10.2.
- I. The College shall maintain the aforesaid health insurance coverage unless the parties mutually agree to change such coverage. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations for possible alternative insurance carriers and/or coverage. Such recommendations, if mutually acceptable to the parties to this agreement, may be implemented at any time. The added costs of any change in carriers and/or coverage, savings as the result of any changes in carriers and/or coverage, the rate of contribution by employees, and the designation of unit employees making such contributions, if any, shall be subject to negotiation. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.
- J. Upon ratification of this agreement, the College shall extend benefits to domestic partners under the same terms as Sections 10.2.A, 10.2.B, 10.2.C, 10.2.D, 10.2.E, 10.2.F, 10.2.G, subject to plan provisions and no later than January 1, 2013.

- K. The College shall provide a health insurance waiver payment for Association members who opt out of the College health insurance plan. Such payment shall be \$1,000 for the family plan and \$500 for the individual plan. All individuals who wish to participate in the waiver may be required to provide proof of alternative insurance to the College.

- L. Effective January 1, 2007, those employees, and only those employees, who were hired on or after September 1, 1988, and who had 2-person coverage under either the MVP plan or CDPHP plan as of December 1, 2006, shall receive a contribution from the College for their health insurance coverage equal to, but no more than, 80% of the premium cost for full family coverage under the traditional Excellus Health Plan. At such time that the traditional Excellus Health plan is discontinued by the insurance carrier, the above costs will be based upon the cost of the Blue PPO Option H plan.

10.3 Indemnification

The Employer shall provide insurance coverage to protect the employee from financial loss arising out of any claim, demand, suit, or judgment by reason of the alleged negligence of such employee provided the employee, at the time such damages were sustained, was acting in the course of their official duties and within the scope of their employment, and such act did not result from the willful act or gross negligence of the employee and, provided further, that the employee, within five (5) days of the time they are served with any summons, complaint, process, notice, demand, or pleading, will deliver the original or a copy of the same to the Vice President for Administrative Services.

10.4 Death Benefit

The named beneficiary or the estate, as the case may be, of an employee who dies while in service shall receive that benefit payable by the retirement program in which the employee participated.

10.5 Health Professions Insurance

Employees in the Health Professions and the Student Health Center who are required to obtain malpractice insurance shall be reimbursed up to \$100 toward the annual premium cost.

10.6 Required Procedures

The College may require and, if so, will pay for the post-deductible uninsured cost of physical examinations, lab or diagnostic tests, and immunizations.

10.7 Retirement Benefits

- A. Eligibility. Employees fifty-five (55) years of age at the time of retirement and/or eligible to retire under their retirement program, and who have at least ten (10) years of service at the College, and who hold academic rank of Professor or Associate Professor or promotional level of Level IV or Level III, are eligible for the benefits provided herein. Employees who have achieved the rank of Level II by September 1, 2007 shall be grandfathered into this provision.
- B. Limitation. During a fiscal year the College shall make the provisions of this section available to no more than ten (10) bargaining unit members on the basis of length of service in the bargaining unit. Such total sum length of full-time service in the bargaining unit need not be continuous.
- C. Effective with the 2021-2022 fiscal year of notice as referenced in Section 10.7.E, as a supplement to the retiree health insurance benefit referenced in Section 10.8 of this Agreement, a sum of money equal to \$416.67 for each unused, accumulated day of sick leave, but not to exceed \$50,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums, until the sum is exhausted. If such a retiree should die before this benefit is exhausted, the remainder of the benefit shall continue to be applied to the health insurance premiums of any eligible dependent of the retiree who was covered under the College's health insurance plan at the time of the retiree's death but only until the remaining benefit is exhausted or said dependent(s) is/are no longer covered under the College's health plan for any reason. There shall be no payment made to the estate of a retiree or dependent under any circumstances. Furthermore, an employee who is eligible to receive the benefits in this Section 10.7 may apply donated sick leave days under Section 11.2.B toward the \$50,000 maximum sum above, provided the employee satisfies the criteria for, and is granted donated sick leave, subject to the conditions of Section 11.2.B. Any retiree who receives health care from a spouse or domestic partner's plan or through Medicare can submit evidence of a paid premium reimbursement. Reimbursement will be made quarterly based on a submission deadline determined by the college.
- D. Employees who wish to retire under this provision shall notify the Executive Director of Human Resources in writing no later than the close of business on April 1 of the fiscal year preceding an intended fiscal year of retirement. The decision to retire shall become irrevocable once the retiree and the College have concluded a separate contract. The employee shall have fifteen (15) working

days after receipt to accept and sign the contract. Failure to execute and return the contract within that period shall constitute withdrawal of notice.

- E. Retirement Date. The retirement date for an eligible employee shall be December 31 or May 31, at the discretion of the bargaining unit member, of the fiscal year following the fiscal year of notice of retirement unless the College and the employee agree upon another date.
- F. Disability. An employee who meets the eligibility requirements of 10.7.A and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during that fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 10.7.B has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employee's date of retirement. If the limitation specified in 10.7.B has been reached for that fiscal year, the employee will be in the pool of employees considered for the benefits in the next fiscal year for which the benefit is available.

The College, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the College of the nature of the disability requiring the employee's retirement and/or, at the option of the College, examination of the employee by a health care practitioner chosen by the College. The cost of such examination shall be borne by the employee.

- G. The College shall have no responsibility to notify bargaining unit members of their potential eligibility for this benefit nor of the date by which notice is due.

10.8 Retiree health insurance benefit

Upon retirement the retiree shall have the health insurance benefit provided under Board of Trustees Policy 2022.

- A. Retired employees will be allowed the option to remain on the health insurance plans they had as active employees through August 31 of the year in which they retire, or to elect such coverage effective June 1 of the year in which they retire, together with a base salary payout.

10.9 Tuition Waiver

Employees who retire after September 1, 2002, but not their dependents, shall be provided the same tuition waiver benefits subject to the same conditions and limitations as active bargaining unit member employees.

10.10 Benefit Fund

- A. Effective September 1, 2002, the Association will establish a Benefit Fund for the purpose of providing a program of benefits.
- B. Effective September 1, 2008, the College's annual contribution to the Fund shall be \$400 per bargaining unit member.
- C. Number of bargaining unit members is defined as the number of employees employed in unit titles on the first business day of September of each year commencing September 1, 2002.
- D. The payment schedule will be on the first business day on or after:

October 1st	50%
January 15th	50%

ARTICLE 11 – Leaves of Absence

11.1 Continuous Service

Employees on authorized leaves of absence with or without pay shall not be deemed to have interrupted continuous services with the College, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment or career appointment as may be appropriate to their status or conditions of employment.

11.2 Sick Leave

- A. Beginning on the date of their appointment, an employee shall accrue one and three-quarters (1.75) days of sick leave credit per calendar month (or major fraction thereof) of service to the College. In no event shall an employee's sick leave accruals exceed two hundred and twenty-five (225) days. Sick leave accruals may be used by employees who are unable to perform their duties including overload teaching because of personal illness or illness in the employee's immediate family. The term "immediate family" shall mean the employee's grandparent, parent, sibling, spouse, child or grandchild, mother-in-law or father-in-law, sister-in-law or brother-in-law or an individual who serves in the same relationship. An employee may use up to two (2) weeks of sick leave for the purpose of, and immediately upon, the placement with the employee of a child for adoption or foster care.
- B. Sick Leave Donation Program
 1. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit members who, because of long-term serious personal illness or the long-term serious illness of a spouse, a child, a parent or an individual who serves in the same relationship an immediate family member as defined in 11.2.A, have exhausted their accrued sick leave and would otherwise be subject to loss of income during a continuing absence from work. This program is not intended to provide supplemental income which would result in compensation levels exceeding normal wages for employees who have other sources of substitute income such as that provided by disability insurance programs. Neither is it intended for use by employees disabled under Workers' Compensation
 2. General Policies.
 - a. Donors

- (1) The identity of a donor shall not be disclosed by the College without the permission of the donor.
 - (2) Donations are made from sick leave accruals.
 - (3) Donations must be made in whole day amounts.
 - (4) A bargaining unit member may make more than one (1) donation to a recipient.
 - (5) Unused donations are returned to the donor in reverse order of receipt.
- b. Eligibility. To be eligible the bargaining unit member must:
- (1) Have completed at least one (1) year of service;
 - (2) Be absent due to non-occupational illness or disability for which medical documentation satisfactory to the College is submitted or required or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition approvable under the FMLA;
 - (3) Have exhausted sick and other leave accruals due to long-term illness.
- c. Procedures
- (1) When a bargaining unit member's sick leave accrual has been exhausted due to long-term illness, the employee may indicate the employee's wish to receive donations from this program by informing the College following procedures determined and published by the College.
 - (2) Once eligibility has been determined, solicitation for donations may be made by the recipient or by other employees. The College shall not solicit donations on the employee's behalf.
- d. Recipients
- (1) Donations are made to a specific bargaining unit member.
 - (2) Donations are used on a first-donated, first-used basis.
 - (3) There is a sixty (60) day yearly limit on the total number of days a bargaining unit member may receive while employed at the college.
 - (4) Vacation and sick leave accruals are not earned by recipients.
 - (5) Health insurance premiums, retirement

contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

11.3 Jury and Court Appearance

The Employer shall permit an employee showing proof of call to jury service, or subject to appearing as a witness pursuant to subpoena, to absent themselves without charge to leave credits during such period when required to so serve or appear, as the case may be, provided that any fees, excluding mileage allowances, received by them as a juror shall be paid over to the Employer in a daily amount not to exceed the daily rate of compensation paid as salary.

11.4 Professional Leave Without Salary

The Employer may grant leaves of absence without salary, not to exceed one (1) year, for the purpose of permitting an employee to commence, continue, or complete advanced study, serve as an exchange teacher, serve with a professional organization, or to perform research in their area of professional competence when, in the opinion of the Employer, such leave would be in the best interests of the employee and the College, and when such absence would not unduly affect normal College operations or the academic program. The Employer may extend such leaves for additional periods of not to exceed one (1) year each. Employees granted such leaves shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law at their own cost and expense.

11.5 Funeral and Bereavement Leave

The Employer shall permit employees to absent themselves, without loss of salary, not to exceed four (4) days to attend the funeral and for other concerns resulting from the death of a member of the employee's immediate family. The term immediate family shall refer to 11.2A above.

11.6 Sabbatical Leave

Sabbatical leaves will be granted by the College to employees in accordance with standards and practices developed by the College. Such leaves may be granted for one (1) semester at full pay or one (1) year at half-pay.

Pursuant to and in accordance with the rules of relevant regulating bodies, all benefits such as retirement premiums, group insurance plans, and the like shall continue in effect during the sabbatical period. A career or continuing appointment shall remain in effect and sabbatical leave period shall accrue service credit and vested rights in accordance with the regulations of the subscriber's pension plan.

11.7 Vacation Leave

- A. Accrual of Vacation Credit: Fiscal-year employees serving on a full-time basis shall accrue credits for vacation leave at the following rates:
 - 1. Employees hired prior to 9/1/98:
 - a. Level I: 21 days per year
 - b. Level II: 22 days per year
 - c. Levels III and IV: 23 days per year
 - 2. Employees hired after 8/31/98:
 - a. Level I: 15 days per year
 - b. Level II: 19 days per year
 - c. Levels III and IV: 23 days per year

All accruals shall be per calendar month during each month (or major fraction thereof) of their service to the College. In addition, such employees shall be entitled to an additional day of vacation leave for each bank holiday on which required to work. No vacation leave shall be accrued by or be granted to an academic-year employee.

- B. Accumulation of Vacation Credit: Vacation leave credits may not be accumulated in excess of forty (40) days. Any employee who loses vacation credit through the fault of the College will receive compensation for the vacation time lost.
- C. Use of Vacation Leave Credit: Vacation leave may not be taken prior to accrual thereof. Vacation leave shall be taken at such times as may be approved by the President or designated officer. Employees will be notified in writing of approval or denial of their vacation leave request no later than ten (10) work-days from the date of the request. No charge to vacation leave shall be made with respect to a day during which an employee would not otherwise have been required to work, such as bank holidays or special days designated by the County.
- D. Holidays: Fiscal-year employees serving on a full-time basis shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

- E. In-lieu-of Days: The College may designate up to five (5) consecutive work days in lieu of up to five (5) of the foregoing holidays to be taken between the end of the Fall semester and the beginning of the Spring semester each of the three (3) years of this agreement. Bargaining unit members will be notified of the College's election on or prior to September 1.

11.8 Personal Leave

- A. Individual Personal Leave. Bargaining unit members shall be entitled to three (3) days of personal leave per academic year. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance, in writing, and is to be directed to the President or designee through the immediate supervisor following procedures established by the College. In addition to notice of intent to utilize personal leave, bargaining unit members seeking personal leave for commencement, during the week before the beginning of classes in the fall and spring semesters, final registration, or during the final examination period must also specify the purpose of the leave. Only in exceptional circumstances will a notice of intent to utilize personal leave be honored at these times. If personal days are not used, the days will convert to sick leave.
- B. Bargaining Unit Personal Leave. In addition to the individual personal leave provided herein, the College shall annually make available twenty (20) days of leave for use by members of the bargaining unit. This leave may be utilized upon the approval of the President of the Professional Association. Notice of intent to utilize such leave will be made (except in emergencies) a minimum of two (2) working days in advance to the immediate supervisor with a copy to the Executive Director of Human Resources. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Executive Director of Human Resources. Such leave shall be taken in increments of one-half (1/2) day.

11.9 Other Leaves

The President, at the President's discretion, may recommend members of the bargaining unit of the College for other leaves of absence at full salary or reduced salary to become effective upon approval of the Board or may grant such leave without salary.

Such leave shall include, but is not limited to, the following: in addition to the

twelve (12) weeks of leave required by the Family Medical Leave Act, the President shall grant up to an additional six (6) weeks of unpaid leave in order to give birth, or to care for a newborn child, or for placement with the employee of a child for adoption or foster care, if such leave does not absent the bargaining unit member from the delivery of instruction in more than one (1) semester. The President, at the President's discretion, may extend this leave to a total of one (1) year. The employee, at the employee's discretion, may use vacation, compensatory, or sick (if appropriate) leave, as part of such leave. Use of paid and/or unpaid leave in excess of the above limits shall be as provided herein.

Application. Applications for such leaves of absence shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

11.10 Limitations-Term Appointment

Notwithstanding anything contained in this article, no leaves of absence shall be deemed to extend the terms of members of the bargaining unit having term appointments, and all leaves of absence shall, in any event, terminate upon expiration of such terms.

11.11 Association Leave

The Association President or designee shall be afforded five (5) days paid leave per academic year for the purpose of attendance at NYSUT state-wide conferences/conventions of Representative Assemblies, Community College Conference and NYSUT Committee meetings, Notice of the taking of such leave shall be forwarded to the Executive Director of Human Resources not less than fifteen (15) business days in advance thereof.

Three (3) days shall be provided as paid leave to the Association President or designee for the purpose of lobbying activities on behalf of the College. Notice of taking such leave shall be forwarded to the Executive Director of Human Resources not less than two (2) business days in advance thereof.

Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own classes and/or duties, subject to review by their immediate supervisor and approval by the Executive Director of Human Resources. Such leave shall be taken in increments of one-half (1/2) day.

11.12 Part-time employment while on leave

A bargaining unit member on leave may temporarily work on a part-time basis subject to the following conditions:

- A. All part-time employment shall be by mutual written agreement

among the College, the Association and the bargaining unit member. Such agreement may be terminated by ten (10) working days' notice by either the College or the bargaining unit member.

- B. Part-time employment may include work at home and/or the College.
- C. During part-time employment for a bargaining unit member on unpaid leave, all pay and benefits shall be prorated.
- D. During part-time employment for a bargaining unit member on paid leave, the use of leave shall be prorated.

11.13 Overload and leave

The College shall not be required to afford a bargaining unit member who is on leave as specified in 11.2, 11.4, 11.6, 11.9 or 11.12, any priority consideration for overload assignments under 5.6.D. Bargaining unit members commencing any such leave while teaching overload, or who begin a reduced work load while teaching overload, shall not be removed from the overload assignments(s) for the duration of such overload assignments(s) on account of commencing of any such leave.

ARTICLE 12 – Past Practices

This agreement represents the total agreement between the parties, and the parties agree that all past practices with respect to subjects covered by this agreement, whether expressed, inferred, or implied, which conflict with any part of this agreement are superseded by it; past practices with respect to subjects not covered by this agreement, if any, shall be subject to the provisions of Article 3 of this agreement.

ARTICLE 13 – Conclusion of Negotiations

This agreement is the entire agreement between the Employer and the Association; terminates all prior agreements and understandings not specifically covered under the terms of this agreement and concludes all collective negotiations between the parties during its term. During the term of this agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Association agree to support jointly any legislative or administrative action necessary to implement the provisions of this agreement. The Board and the Association acknowledge that except as otherwise expressly provided in this agreement, they have fully negotiated with the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provisions hereinabove stated.

The Association and the Employer agree that all previously executed Settlement Agreements, as well as any future Settlement Agreements shall automatically become an enforceable part of the successor and subsequent Collective Bargaining Agreements, unless:

- A. The Settlement Agreement specifically indicates that it shall sunset upon ratification of the successor Collective Bargaining Agreement; OR
- B. Through negotiation of a successor or subsequent Collective Bargaining Agreement, it is expressly agreed and explicitly stated in said Collective Bargaining Agreement that a particular Settlement Agreement is voided.

ARTICLE 14 – Savings Clause

This agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this agreement and/or any application of the agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE 15 – Grievance Procedure

The Employer and the Association mutually agree that all grievances be processed free of coercion, discrimination, or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

- A. A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication, or discriminatory application of a specific term, condition, or provision of this agreement by the Employer.
- B. The grievance procedure shall be as follows:

Step One. Prior to the filing of any written grievance the grievant (the Association and concerned individual) will attempt to resolve the grievance informally with the immediate administrative supervisor.

If a grievance has unit-wide application, the immediate supervisor shall be the Executive Director of Human Resources. Written filing of a grievance at Step 1 will be with the Executive Director of Human Resources or designee and will be no later than thirty (30) calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later. The Executive Director of Human Resources or designee may request the grievant to meet in an effort to resolve the grievance.

The Executive Director of Human Resources or designee shall reply to the grievant, in writing, within fifteen (15) calendar days following receipt of the grievance.

Step Two. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to the office of the President by the grievant within seven (7) business days of receipt of the Step 1 determination. The President or designee may, within seven (7) business days of receipt of such appeal, schedule a Step 2 review to be held within fourteen (14) business days thereof, and may designate a Hearing Officer to preside thereat. In the event a review is held and presided over by a Hearing Officer, a record shall be prepared and forwarded to the President or designee within seven (7) business days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or designee shall issue their determination within seven (7) business days of receipt of the appeal, or

of receipt of the record if a review has been held.

Step Three. An appeal to arbitration from an unsatisfactory decision at Step 2 may be made by submission in writing to the Cornell Alternative Dispute Resolution(ADR) Arbitration and Mediation Program or to the American Arbitration Association with copy to the President within ten (10) business days of receipt of the Step 2 determination. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the grievance. The President or his/her designee may initiate a contract grievance at this Step 3 and proceed directly to arbitration.

- C. The arbitrator 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 this agreement; and shall not require either party to do or refrain from doing an act beyond their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the Employer or the Association. All fees and expenses of the arbitrator and the record shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

- D. The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.
- E. All forms required hereunder for the presentation of grievances and appeals shall be supplied by the Employer.
- F. The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE 16 – Underserved Student Mentor Program

A mentor program will be developed to support the underserved student population, as determined by the college. Participation in this program will be voluntary. Faculty Mentors will serve a maximum of thirty (30) students at a rate equal to the hourly overload rate per student per semester. Faculty Mentors will be evaluated based on established expectations (See Appendix G). These added duties shall not constitute the fulfillment of overload (OL) priority as defined in Article 5.6, nor shall it replace the expectation of faculty advisement. Both parties agree to assess and jointly determine the effectiveness and future of this program at the conclusion of the agreement.

ARTICLE 17 – 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 18 - Term

This agreement shall be effective as of September 1, 2021, and remain in effect through August 31, 2024.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates as indicated in the manner following:

MOHAWK VALLEY COMMUNITY COLLEGE

MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION

By *Anthony Calore*
Chair, Board of Trustees

By *Norma Johnson*
President

Date 10/18/2021

Date 10/20/21

By *Randall VanHoyner*
President

By *[Signature]*
Chair, Negotiations Team

Date 10/18/21

Date 20 Oct 21

By _____
County Executive

Date _____

APPROVED AS TO FORM:

By _____
Oneida County Attorney

Date _____

APPENDIX A: SALARIES AND ECONOMIC CONSIDERATION

9.1 Basic Salary Plans

- A. Definition: The term basic salary shall mean the annual salary, exclusive of any supplemental salary received or other forms of additional compensation, paid to the employee in connection with their normal professional obligation.
- B. Basic salary upon initial appointment shall be at an amount which is commensurate with the credentials and experience of the candidate and their anticipated value to the College in the judgment of the Board.
- C. The minimum salary levels for the unit job titles shall be:

<u>Level</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Instructor	\$51,147	\$52,426	\$53,736
Asst. Professor	\$55,780	\$57,174	\$58,604
Assoc. Professor	\$61,318	\$62,850	\$64,422
Professor	\$73,410	\$75,245	\$77,126

		2021-2022	2022-2023	2023-2024
Grade 1	Level 1	\$38,891.00	\$40,888.28	\$41,910.48
	Level 2			\$48,214.23
	Level 3		\$54,213.28	\$55,568.61
	Level 4	\$60,891.00	\$62,413.28	\$63,973.61
Grade 2	Level 1	\$43,547.00	\$44,635.68	\$45,751.57
	Level 2			\$52,055.32
	Level 3		\$54,213.28	\$55,568.61
	Level 4	\$60,891.00	\$62,413.28	\$63,973.61
Grade 3	Level 1	\$51,145.00	\$44,635.68	\$45,751.57
	Level 2			\$52,055.32
	Level 3		\$65,748.63	\$67,392.34
	Level 4	\$72,145.00	\$73,948.63	75,797.34
Grade 4	Level 1	\$53,826.00	\$55,171.65	\$56,550.94
	Level 2			\$62,854.69
	Level 3		\$68,496.65	\$70,209.07
	Level 4	\$74,826.00	\$76,696.65	\$78,614.07
Grade 5	Level 1	\$53,375.00	\$58,809.38	\$60,279.61
	Level 2			\$66,583.36
	Level 3		\$72,134.38	\$73,937.73
	Level 4	\$78,375.00	\$80,334.38	\$82,342.73

For the Fiscal Year 2021-2022, members will receive the raise stipulated in 9.2 or be raised to the new minimum salary for level 4, whichever is greater.

For the Fiscal Year 2022-2023, members will receive the raise stipulated in 9.2 or be raised to the new minimum salary for level 3, whichever is greater.

For the Fiscal Year 2023-2024, members will receive the raise stipulated in 9.2 or be raised to the new minimum salary for level 2, whichever is greater.

9.2 Basic Salary Adjustment

A. Annual Raises

1. Each employee who continues in service for the year 2021-2022 shall receive a salary increase of 2.5% to be added to the employee's 2020-2021 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.
2. Each employee who continues in service for the year 2022-2023 shall receive a salary increase of 2.5% to be added to the employee's 2021-22 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.
3. Each employee who continues in service for the year 2023-2024 shall receive a salary increase of 2.5% to be added to the employee's 2022-2023 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.
4. Each bargaining unit member who is a current employee at the time of ratification of this 2021-2024 Agreement, by all parties, will be paid a \$1,000 one-time payment within sixty (60) days of full ratification.

B. Effective September 1, 2021 if an employee's base salary falls below the stated minimum in the employee's pay category, said salary shall be adjusted to the minimum prior to the application of the foregoing percentage adjustments. This provision shall not apply to raise the reduced salary amounts of those employees electing reduced load pursuant to Section 5.6.A hereof.

1. Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President.
2. Fiscal Year employee; Percentage increases
 - a. A fiscal year employee whose first day of work is on or after September 1 but no later than the last day of February of the initial year of employment shall be eligible for 100% of increases under this article on September 1 of the next employment year. A fiscal year employee whose first day of work is on or after March 1 of the first employment year shall be eligible for increases

under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
March 1 to March 31	90%
April 1 to April 30	80%
May 1 to May 31	70%
June 1 to June 30	60%
July 1 to July 31	50%

A fiscal year employee whose first day of work is August 1 to 31 shall be eligible for increases under this article on September 1 of the next calendar year.

- b. An academic year employee whose first day of work is on or after the beginning of the employment year but no later than the last day of January shall be eligible for 100% of increases under this article at the beginning of the next employment year. An academic year employee whose first day of work is on or after February 1 of the initial year of employment shall be eligible for increases under this article as follows:

<u>First Day of Work</u>	<u>Percent of Annual Increase</u>
February 1 to February 28 or 29	90%
March 1 to March 31	75%
April 1 to April 30	65%
After April 30	50%

The above dates are based on an academic calendar in which second semester begins in mid to late January. If that date is changed, the parties will adjust the increase dates for Academic Year employees accordingly.

- c. The following shall not disqualify a bargaining unit member from receiving increases under this article:
- (1) Changes in title;
 - (2) Changes in rank;
 - (3) Changes in promotional level;
 - (4) Changes from faculty to non-teaching professional;
 - (5) Changes from non-teaching professional to faculty;

- C. Each current or former bargaining unit member employed during the term of this Agreement shall receive a retroactive payment. This payment will be computed based on the difference between their new base salary rate(s) effective for the year 2021-2022, and the base salary rates previously used to determine compensation for hours worked, including overload and overtime for bargaining unit members where applicable for the 2021-22 academic year.

9.3 Compensation for overload

as outlined in paragraphs 5.6.A, 5.6.C, and 5.9 and for instructional services rendered during summer sessions shall be \$66.63 per hour effective beginning the Fall semester, 2021; \$68.29 effective beginning the Fall semester, 2022; and \$70.00 effective beginning the Fall semester, 2023. Compensation for bargaining unit members under this section will be prorated when a bargaining unit member is unable to complete their assignment due to an approved leave of absence of eight (8) consecutive calendar days during which classes are normally scheduled.

9.4 Bargaining unit members who perform academic advisement

services beyond that required by their professional obligation shall be paid at an amount equal to one-half (1/2) the overload rate as contained in 9.3.

9.5 Overload payment schedule

Compensation for overload service will be paid as earned in accordance with the normal payroll schedule.

9.6 Instructional Technologies or Educational Technologies On-Call

During the ajar period, the college may opt to assign an employee of Instructional Technologies or Educational Technologies to "on-call" scheduling. An employee assigned to an "on-call" schedule shall be compensated at one-third (1/3) of their hourly rate of pay and will report to duty within one hour of notification. Should an employee's status change from "on call" to "report to the college", the employee will be compensated at a rate of pay equal to one and one-half (1 ½) their normal rate of pay including travel time. The parties recognize that additional special events or circumstances where utilizing "on call" employees would be beneficial. The parties further agree to meet and negotiate in good faith the utilization of "on-call" employees for those events/circumstances.

9.7 Undefined rate of pay

In the event an employee accepts assignments to perform services for which no compensation rate is specified herein including but not limited to services beyond their work year, they will receive additional compensation at the rate of

their annual salary for each week (1/5 of 1/40 for each day) of said service to the College.

9.8 Individual Study Rate

The assignment and compensation for individual study shall be based upon mutual agreement between the teaching faculty member and the College Administration.

The assignment of bargaining unit members who evaluate applications for credit for life experience and who administer and evaluate credit by examination shall be based upon mutual agreement between the bargaining unit member and the College. Compensation shall be two-thirds (2/3) of the fee contained in the then current tuition and fee schedule.

9.9 Tutoring Rate

A teaching faculty member who volunteers and is assigned to provide tutoring services shall be compensated at an amount equal to two-thirds (2/3) of the overload rate as contained in 9.3.

9.10 Compensatory time

Except as provided in Article 5.4.B, should a non-teaching faculty member be required to work in excess of their normal schedule, they will receive compensatory time off, said time to be mutually agreeable to the employee and the appropriate College Administrator. Absent mutual agreement, the employee will receive payment for the unused compensatory time no later than the employee's second regular pay date following the work in excess of their normal schedule. Should the employee work more than forty (40) hours in a week, the employee shall receive 1.5 hours of compensatory time for each hour worked over forty (40). Vacation, personal, and compensatory time taken shall not be counted as hours worked for purposes of determining when the rate of 1.5 is applied.

9.11 Call-out pay

Fiscal year employees who are contacted off-campus to report to work outside of their normal schedule shall be compensated for a minimum of three (3) hours.

9.12 Substitute Instruction Rate

Compensation for substitute instruction will follow past practice.

9.13 Longevity

Effective September 1, 2021, each employee shall be eligible for the following annual longevity payments applied to base salary:

- A. After 5 years of service – \$400
- After 10 years of service – an additional \$400
- After 15 years of service – an additional \$400
- After 20 years of service – an additional \$400
- After 25 years of service – an additional \$400
- After 30 years of service – an additional \$400
- After 35 years of service – an additional \$400

9.14 STEP and CSTEP

The compensation rate for bargaining unit members who perform STEP and CSTEP tutoring or mentoring shall be paid at an amount equal to the tutoring rate as specified in 9.8 of the Collective Bargaining Agreement.

The compensation rate for bargaining unit members who perform STEP and CSTEP group teaching presentations shall be paid per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.15 Dual Credit

The compensation rate for bargaining unit members who perform an initial mentorship of a high school teacher teaching a dual-credit course shall be paid at eight (8) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement per semester.

The compensation rate for bargaining unit members who perform a subsequent mentorship of a high school teacher teaching a dual-credit course shall be paid at five (5) times an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining agreement per semester when observation of the high school dual credit instructor is required.

Those unit members who conduct dual-credit site visits at a high school and who use their own vehicles for transportation will be reimbursed at the federal mileage rate according to the following formulae:

On days with no professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits) minus (10) minus (round trip distance normally traveled to meet on-campus professional obligation)

On days with professional obligation on campus:

Reimbursable mileage = (total distance traveled per day for site visits and round trip distance normally traveled to meet on-campus professional obligation) minus (10) minus (round trip distance normally traveled to meet on-campus professional obligation)

For the purposes of this agreement these distances will be determined by a mutually agreed upon online driving distance calculation website.

9.16 Assessment

The compensation rates for bargaining unit members who perform SUNY Strengthened Campus-Based Assessment (SCBA) activities for mathematics, critical thinking, and written communication shall be as follows:

Attendance at off-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated at \$150 per day. The College shall provide travel expenses and meals, at the per diem rate.

A presenter for on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. Presenters will also receive an additional 0.5 hours of compensation at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

Attendance at on-campus SUNY Strengthened Campus-Based Assessment (SCBA) rubrics and standards training workshops shall be compensated per hour at an amount equal to the tutoring rate as specified in 9.8 of the Collective Bargaining Agreement.

Second and third readings of SCBA student "artifacts" shall be compensated per hour at an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement. The College reserves the right to adjust the bargaining unit members' compensation should a bargaining unit member score less than six (6) "artifacts" per hour. The College shall not unreasonably apply this right.

9.17 Placement Testing

The compensation for bargaining unit members who perform scoring of placement test writing samples shall be paid per hour an amount equal to the overload rate as specified in 9.3 of the Collective Bargaining Agreement.

9.18 Compensation for Learning Community Teaching, Planning, and Collaboration Learning Community Planning

The compensation rate for all bargaining unit members who volunteer and are assigned to provide instruction in a Learning Community shall be paid per hour for pre-semester initial planning and for pre-semester final planning at the per diem rate as specified in Article 9.6 of the Collective Bargaining Agreement if such planning falls outside of obligation or during intersession.

For Learning Community planning that occurs during obligation, compensation shall be per hour at an amount equal to two-thirds (2/3) of the overload rate as specified in Article 9.3 of the Collective Bargaining Agreement.

Learning Communities and Non-Teaching Bargaining Unit Member Participation

Should a non-teaching bargaining unit member agree to teach a class as part of a Learning Community during the regular work day, mutually satisfactory arrangements shall be made to permit the individual to meet their regular obligations as per Article 5.6.D.3.

Non-teaching bargaining unit members shall be compensated to teach Learning Community courses at the overload rate according to 9.3 of the Collective Bargaining Agreement.

9.19 Honors Program

Bargaining unit members who volunteer and are assigned to mentor a student in an honors project related to a credit bearing course shall be compensated at the tutoring rate listed in 9.8 above for 10 hours per student.

APPENDIX B: ACADEMIC FREEDOM

The College endorses the principle of Academic Freedom, desires to foster in its students a respect for differing points of view and supports the faculty's freedom to present controversial issues relating to topics in the classroom. It is the policy of MVCC to maintain and encourage full freedom, within the law, of discussion, inquiry, teaching, research, curriculum and program development, and evaluation and assessment. In the exercise of this freedom, faculty may, without limitation, discuss their subjects and contextual material in the classroom. In their roles as citizens, faculty have the same freedoms as other citizens. However, in the extramural utterances, they have an obligation to indicate that they are not speaking for the institution. The College may invite outside speakers representing diverse points of view. In return, it reserves the right to ensure that opportunity be provided to challenge these views.

The above statement is not subject to the contract grievance procedure. It may, however, be used in a dismissal proceeding as a defense.

APPENDIX C: POSITION ASSIGNMENTS

Grade 1

Assistant Coordinator of Child Care Services
CSTEP Project Coordinator
Educational Applications Assistant
EOC Technical Assistant
Events and Guest Services Associate
Financial Aid Assistant
Library Cataloging Coordinator
STEP Project Coordinator
Student and Residence Life Specialist
Technical Assistant, Student Activities and Student Housing
Technical Assistant – Disability Services
Technical Assistant – Events
Technical Assistant – Institutional Advancement
Technical Assistant – Institutional Assessment
Technical Assistant – Learning & Academic Affairs
Technical Assistant – Video
Tutor/Mentor
Tutor/Mentor – Mathematics
Tutor/Mentor – Writing
Upward Bound Tutor/Mentor
Youth Academic Specialist

Grade 2

Accessibility Resources Accommodations Specialist
Accessibility Resources Transitional Support Specialist
Additive Manufacturing Specialist
Admissions Counselor
Assistant Network Coordinator
Assistant to the Associate Dean of Physical Education and Athletics
Assistant to the Director of Athletics
College Nurse
Community Resource Specialist – C3
Coordinator of the Center for Academic Excellence in Cyber Defense Regional
Resource Center
Coordinator of Child Care Services
Coordinator of Events and Facilities Use
Coordinator of Events and Guest Services
CSTEP Project Assistant
CSTEP Program Specialist

Data Specialist
Disability Accommodations Specialist
Education Applications Assistant
Educational Systems Assistant
Enrollment Associate
EOC Counselor
Evaluation Coordinator
Events Coordinator
Financial Aid Accountant
Financial Aid Advisor
GEAR UP Program Specialist
Health Professions Resources Specialist
Health Services Laboratory Assistant
Health Services Retention Specialist
Intake and Process Support – Rome
Jobs Corps Scholar Counselor
Learning and Assistive Technology Support Specialist
Librarian
Media Content Coordinator
Programmer
Program Technical Assistant
Projects Coordinator – Dual Credit
Publications Coordinator
Residence Life Associate
Staff Accountant
STEP Program Specialist
STEP Project Assistant
Student Enrichment Associate
Student Services Specialist
Student Services Specialist – Adult Services
Student Success – Rome
Supervisor of Residence Hall Facilities
Technical Assistant – Academic
Technical Assistant – Academic – Art
Technical Assistant – Academic – Athletics
Technical Assistant – Academic – Educational Technologies
Technical Assistant – Academic – Engineering and Technologies
Technical Assistant – Academic – Hospitality Programs
Technical Assistant – Academic – Life Sciences
Technical Assistant – Academic – Physical Education
Technical Assistant – Academic – Physical Science
Technical Assistant – Admissions
Technical Assistant – Information Technology
Technical Assistant – Placement Testing
Technical Assistant – Theatre
Technical Assistant/Retention Specialist

Technical Coordinator of Events and Guest Services
Tutor/Mentor – Mathematics
Tutor/Mentor - Writing
Upward Bound Program Coordinator
Upward Bound Program Specialist
Visual Media Coordinator
Website Designer
Youth Academic Program Coordinator
YouthBuild Case Manager

Grade 3

Admissions Specialist
Advisement Specialist
AIM Program Specialist
Assistant Director of Events and Guest Services
Assistant Director of the Student Service Center
Assistant Registrar
Business Consultant
Business Development Manager
Career and Employer Relations Specialist
Career and Student Employment Specialist
Career and Job Placement Counselor
Career Counselor
College Advisor
Coordinator, Community Education
Coordinator Corporate Training
Coordinator Career Services
Coordinator of CSTEP and STEP
Coordinator of Disability Services
Coordinator of Distributed Learning
Coordinator of Dual Credit
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Instructional Data and Scheduling
Coordinator of International Students Services
Coordinator of Judicial Affairs & Community Standards
Coordinator of Re-entry
Coordinator of Services to Students with Disabilities
Coordinator of Student Activities
Coordinator of the Center of Leadership Excellence
Coordinator of Tutoring Services
Coordinator, Corporate Training
Coordinator, Workforce Development
Counselor
CSTEP-STEP Coordinator
Cyber and Network Security Program Coordinator

Cybersecurity Career Specialist
Data Analytics and Visualization Specialist
Design Coordinator
Development Assistant Institutional Advancement
Education Outreach Center Coordinator
Enrollment Management Specialist/Student Services Counselor
EOC Program Coordinator
Government Contracting Coordinator
Grant Writer
Helpdesk Analyst
Laboratory Assistant
Marketing Communications Strategist
Math Corp Coordinator
Multimedia Developer
Multimedia Instructional Designer
National Science Foundation Advanced Technology Education (NSF ATE)
Network Specialist
Network Technician
Photographer / Videographer
Placement Testing Coordinator
Program Coordinator
Project Coordinator – Marketing and Communications
Project Coordinator, Rome
Public Relations Specialist
Registrar Specialist
Registration Specialist
Senior Financial Aid Advisor
Senior Multimedia Designer
Student Services Adult Learner and Enrichment
Student Services Specialist
Student Services Specialist – Rome
Student Support Advisor
TAA Program Coordinator
Telecommunications Specialist
Volunteer Generation Project Coordinator
Youthbound Academic Counselor
Youthbuild Project Coordinator

Grade 4

Adult Learner Services Coordinator
Assistant Director of Admissions
Assistant Director of Community Education
Assistant Director of Facilities and Operations
Bursar
Coordinator, Annual Funds and Alumni Relations

Coordinator, Healthcare Careers
Coordinator of Academic Advisement
Coordinator of Accessibility Resources
Coordinator of Disability Services
Coordinator of Health Care Careers
Coordinator of the First Year Experience
Coordinator of Transfer Services
Educational Technology Specialist
Financial Systems Accountant
Gear Up Coordinator
Institutional Advancement Events Coordinator
Programmer Analyst
Senior Business Consultant
Student Support Advisor – Retention Coordinator
Veteran Education Coordinator

Grade 5

Assistant Director of Financial Aid
Coordinator of Health Care and College Nurse
Coordinator of Research and Analysis
Database Administrator
Financial Systems Manager
Licensed Mental Health Counselor
Licensed Mental Health Practitioner
Manager of Educational Technologies
Manager of End-User Computing
Manager of Information Technologies Administrative Computing Services
Senior Financial Analyst
Senior Manufacturing Consultant
Software Specialist

APPENDIX D: TITLES WITH ACADEMIC RANK

Teaching Faculty

Coordinator of Academic Program Development
Coordinator of Health Information Technology/Medical Records
Coordinator of Respiratory Care

Non-Teaching Faculty

Information Services Specialist
Librarian

TITLES WITHOUT ACADEMIC RANK

TITLES WITH PROMOTIONAL LEVEL FROM I THROUGH IV WITHIN TITLE

All titles listed in Appendix C

APPENDIX E: OVERLOAD POSTING PROCEDURE

1. No later than 8:30 a.m. on the Monday of the tenth week of each semester, the initial School list of unassigned sections for the following semester shall be distributed by email to bargaining unit members. The master lists shall contain all course sections that are unassigned including those at correctional facilities, sections on hold, late starts, off-campus sites, etc. These lists shall remain posted until the end of the sign-up period at 4:30 p.m. of the following Friday. The initial School and master lists of unassigned sections for the intersession and summer sessions shall be posted in the same manner during the preceding fall and spring semester.
2. Bargaining unit members shall make their overload request(s) by filling out an overload request form and submitting it online by the end of the designated sign-up period. The link to the online form will be distributed in the email described in number 1 above.
3. Bargaining unit members will receive a confirmation email for the overload requests that includes the sections requested and a date and time stamp of submission.
4. Bargaining unit members must use the form provided by the College in completing their request(s) and may indicate their order of preference.
- 5.
6. The College may post fall and spring semester unassigned varsity sports for the next academic year in the spring semester with the fall semester overload posting.

The joint overload committee shall remain in place during the term of this agreement to modify or expand these procedures as mutually agreed by the parties.

APPENDIX F: LETTER TO CANDIDATES

Dear Prospective Employees and Interviewees:

On behalf of the Mohawk Valley Community College Professional Association, I'd like to welcome you to campus. The PA is the union representing MVCC's approximately 230 full-time faculty and professional staff, and it's my understanding that you're being interviewed for such a position.

As you go through the application process, you may have questions about employment at the College and about the benefits of union membership. The Association website (www.mvccpa.org) contains information you may find useful.

Also, if you'd like to know more, please contact me at nchrisman@mvcc.edu or (315) 792-5398.

Should you wish to speak with a representative of the Professional Association when you're on campus for your interview and you can let me know in advance, I'll gladly try to arrange for you to meet with me or with another member of the union leadership. If time is short, you can try just stopping by my office (Payne Hall Room 379).

Enjoy your visit to MVCC. If you need any assistance from us while you're here, just ask.

Sincerely,

Norma Chrisman
President, Mohawk Valley Community College Professional Association
Manager of Educational Technologies
Payne Hall Room 379
(315) 792-5398
nchrisman@mvcc.edu

APPENDIX G: MENTOR EXPECTATIONS

The Faculty Mentor will:

1. Discuss career and transfer goals with mentee.
2. Meet with the mentee within the first month of the semester and at least bi-weekly after the initial meeting.
 - a. This meeting will serve as the initial meet and greet between the mentor and the mentee.
 - b. The purpose of this meeting will also be to confirm the appropriate program selection in relation to career and transfer planning.
3. Review advising notes about initial career and academic conversations.
4. Utilize current College software programs related to career development for career information. And collaborate with Career Services to assist students may be undecided.
5. Create, maintain, and document an academic completion plan that will lead to successful career and transfer planning.
6. Utilize current College software programs related to advising to create notes, and appointments, track student progress, and review notes to read about initial career and academic conversations.
7. Mentors will receive training before accepting a load of mentees.

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490
E-mail: labor@ocgov.net

November 5, 2021

FN 20 21-296

Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, New York 13501

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear County Executive Picente:

In review of all the mandatory training that the personnel department runs each year for all county employees, as well as in consideration of various trainings areas I believe would be of great benefit overall, I have identified a way provide more in depth training in a more efficient manner, and will ultimately result in cost savings to the County. The personnel department has been paying speakers to come in and do the various mandatory presentations to our employees every year. I have identified e-learning training modules available under OGS State Contract that will allow the county year-round access to all mandated trainings and other trainings the County directs for employees via an e-learning platform. This will allow departments flexibility in the times at which employees are directed to complete training to minimize disruption of County business. In addition, the platform stores proof of completion of each training, and will notify managers when employees have completed, or have failed to complete, making management and oversight simple and streamlined. The County will no longer be required to find individual trainers for these content areas and work within the trainer's schedule.

Fortunately, the Personnel Department received some rebate prescription revenue which was not budgeted in the 2021 budget which is available and will cover the expected cost.

I therefore, respectfully request your Board to act on this legislation and request your Board's approval of the following 2021 supplemental appropriation for the General Fund:

TO:

AA# 1430.1951 Personnel – Other Fees & Services-----..... \$ 33,703.00

This supplemental appropriation will be fully supported by:

RA# A1217 Prescription Rebates..... \$ 33,703.00

Respectfully submitted,

Amanda Cortese-Kolasz
Commissioner of Personnel

CC: Comptroller
County Attorney
Budget Director
Personnel

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 11/5/2021