

AGREEMENT,

made 1 September, 2016

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").

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.

ARTICLE 1 – Recognition cont'd

Admissions Counselor
Admissions Specialist
Adult Services Coordinator
Advisement Specialist
Assistant Coordinator of Child Care Services
Assistant Director of Admissions
Assistant Director of Facilities and Operations
Assistant Director of Financial Aid
Assistant Director of the Student Service Center
Assistant Network Coordinator
Assistant Registrar
Assistant to the Associate Dean of Physical Education and Athletics
Assistant to the Director of Admissions
Assistant to the Director of Athletics
Bursar
Career and Job Placement Counselor
Career and Student Employment Specialist
College Advisor
College Nurse
Coordinator of Academic Advisement
Coordinator of Child Care Services
Coordinator of Disability Services
Coordinator of Events and Facilities Use
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Healthcare Careers
Coordinator of Instructional Data and Scheduling
Coordinator of Research and Analysis
Coordinator of Services for International Students
Coordinator of Services to Students with Disabilities
Coordinator of Student Activities
Coordinator of the First Year Experience
Coordinator of Transfer Services
Coordinator of Tutoring Services
Coordinator, Annual Funds and Alumni Relations
Coordinator, Community Education
Coordinator, Corporate Training
Coordinator, Healthcare Careers
Coordinator, Workforce Development
Counselor
CSTEP Project Assistant
CSTEP Project Coordinator
CSTEP-STEP Coordinator
Cybersecurity Career Specialist

Data Specialist
Database Administrator
Design Coordinator
Digital Media Coordinator
Disability Accommodations Specialist
Disability Services Transitional Support Specialist
Education Applications Assistant
Educational Systems Assistant
Educational Technology Specialist
Enrollment Associate
Enrollment Management Specialist/Student Services Counselor
EOC Counselor
EOC Program Coordinator
EOC Technical Assistant
Evaluation Coordinator
Events Coordinator
Financial Aid Accountant
Financial Aid Advisor
Financial Aid Assistant
Financial Systems Accountant
Financial Systems Manager
Health Services Laboratory Assistant
Health Services Retention Specialist
Institutional Advancement Events Coordinator
Intake and Process Support – Rome
Laboratory Assistant
Learning and Assistive Technology Support Specialist
Librarian
Licensed Mental Health Counselor
Licensed Mental Health Practitioner
Manager of End-User Computing
Media Content Coordinator
Multimedia Instructional Designer
Network Specialist
Placement Testing Coordinator
Programmer
Programmer Analyst
Project Coordinator – Marketing and Communications
Project Coordinator, Rome
Publications Coordinator
Registrar Specialist
Senior Financial Analyst
Software Specialist
STEP Project Assistant
STEP Project Coordinator
Student and Residence Life Specialist

Student Enrichment Associate
Student Services Adult Learner and Enrichment
Student Services Specialist
Student Services Specialist – Adult Services
Student Services Specialist – Rome
Student Success – Rome
Supervisor of Residence Hall Facilities
TAA Program Coordinator
Technical Assistant
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 – Disability Services
Technical Assistant – Events
Technical Assistant – Institutional Advancement
Technical Assistant – Institutional Assessment
Technical Assistant – Learning & Academic Affairs
Technical Assistant – Placement Testing
Technical Assistant – Theatre
Technical Assistant – Video
Technical Assistant, Student Activities and Student Housing
Technical Assistant/Retention Specialist
Telecommunications Specialist
Tutor/Mentor
Tutor/Mentor – Mathematics
Tutor/Mentor – Writing
Upward Bound Program Coordinator
Upward Bound Tutor/Mentor
Veteran Education Coordinator
Visual Media Coordinator
Website Designer
Youth Academic Program Coordinator
Youth Academic Specialist
Youthbuild Academic Counselor
Youthbuild Project Coordinator

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 him/her 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 his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her 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 Agency Fee

- 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 until otherwise notified in writing by the member.
- B. The Association shall be entitled to the benefit of Agency Fee.

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. 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 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 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 Centers and following procedures adopted by a college-wide committee of faculty.

ARTICLE 4 – Appointments And Promotions

- 4.1 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.
- 4.2 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 Centers 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.

- 4.3 Probationary Appointment. A probationary appointment is a full-time appointment prior to the granting or denial of continuing or career appointment.
- A. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
 - B. Method of Appointment. All initial probationary appointments shall be made by the Board following recommendation from the President.
 - C. 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, his/her 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 his/her 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 his/her 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 in the third and subsequent 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.

- 4.4 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.
- 4.5 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.
- A. 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.
- B. Academic Status. Persons holding term appointment may be granted academic rank consistent with their role and qualifications.
- C. Expiration. A term appointment expires at the end of the stated term.
- 4.6 Promotion. Authority to grant promotions rests with the Board in its sole and absolute discretion following recommendations of the President.
- A. 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 his/her 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.
- B. 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.
 - C. Recommendation for Promotion. The President, together with his/her 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.
 - D. Denial of Promotion. The Employer will provide unsuccessful candidates for promotion a written summary of relevant deficiencies.

- E. 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.
- F. 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.
- G. 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

- H. 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 Centers as part of their professional duties, recommendations for promotion from all department heads and Deans will be used.
- 4.7 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.
- A. Duration. The appointment expires at the end of the stated period or whenever funding shall cease, whichever comes sooner.
 - B. Renewal. A grant-funded or program-funded appointment may be renewed at the sole discretion of the College.
 - C. 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.

- D. Academic Status. Persons holding grant-funded or program-funded appointments may be granted academic rank consistent with their role and qualifications.
- E. 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. Class period shall mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these. Where class sessions are for two (2) or more consecutive periods, a break equal to ten (10) minutes for each sixty (60) minutes will be scheduled by the faculty member.
- D. A practicum period shall mean a fifty (50) minute period devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment. The practicum period includes laboratory, clinical laboratory, studio periods, drafting work, field trips, and internships. Where multiple consecutive practicum periods are scheduled, breaks equal to ten (10) minutes for each sixty (60) minutes of the practicum session will be scheduled by the faculty member.
- E. Contact hour shall mean a class period or a practicum period.
- F. Teaching credit hour shall mean a class period or two (2) practicum periods.
- G. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- H. Service, as used herein, shall mean the availability of the employee to properly perform the duties and responsibilities of his/her professional obligation.

5.2 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 Nursing and Allied Health, shall be between 8:00 a.m. and 10:00 p.m. The work day for teaching faculty in Nursing and Allied Health 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. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

5.6 Teaching Load; Full-time Teaching Faculty.

- A. The teaching load for the fall and spring semesters commencing the 1989-90 academic year shall be not more than thirty (30) teaching credit hours or thirty-six (36) contact hours. For those faculty achieving teaching load on the credit hour basis, the College may assign one (1) additional contact hour per 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. For those faculty achieving teaching load on the contact hour basis, 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) teaching credit hours/fifteen (15) contact hours per semester provided written notice of such election is given by the electing teaching faculty member to his/her 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>
2013-2014	\$4,519	\$9,034
2014-2015	\$4,646	\$9,287
2015-2016	\$4,776	\$9,547

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 his/her regular obligations.
4. Concurrent with or subsequent to the distribution of semester teaching assignments each Center will make available to all interested bargaining unit members a list of all sections then known to be offered that semester or summer session which have not been assigned on load. This list will be supplemented as additional sections become available through the day preceding open registration and shall include section times, contact hours, and locations. Notice of such additional sections shall also be given via the "All Full-time Employees" email distribution list. Bargaining unit members will have up to one (1) week but no later than the first day of open registration to request overload from this list. For sections created on or after the first day of open registration, it is incumbent upon unit members to give advance written notice of interest to the appropriate Deans in order to be considered for such openings. 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 Center or administrative functions shall be based upon mutual agreement between the employee and the Administration. 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 during peak academic times. Such agreement or lack thereof shall not be subject to evaluation.

5.9 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 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 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 The provisions of paragraphs 5.7 and 5.10 of this article shall be subject to the availability of funds and space.
- 5.13 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. Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation (Section 5.14.C.5) is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists 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 web-based courses shall be voluntary for all bargaining unit members unless a bargaining unit member is otherwise informed in the appointment letter.
3. Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based 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.

4. Class Size. Beginning with the ratification of this agreement, all web-based courses will have a cap of twenty-five (25). Upon mutual written agreement with the bargaining unit member, the cap may be raised above twenty-five (25), but not to exceed forty (40).
5. Compensation. Once the terms of the contract between the unit member and the College are fulfilled, the College shall compensate each bargaining unit member who develops an approved web-based course as follows for original course development.

First three (3) credit-hour course developed effective September 1, 2013, \$1,111; effective September 1, 2014, \$1,133; effective September 1, 2015, \$1,156.

Second or subsequent three (3) credit-hour course developed effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.

Compensation for developing courses with fewer or more than three (3) credit-hours will be prorated proportionately based upon credit hours. Development monies will be paid in two (2) equal installments, the first half-way through development and the second when the terms of the contract are met.

A bargaining unit member who is approved to modify a course developed by someone else will be compensated effective September 1, 2013, \$253; effective September 1, 2014, \$258; effective September 1, 2015, \$263 per three (3) credit-hour course with proration as above. This amount may be increased at the discretion of the College.

The College shall provide additional compensation to each bargaining unit member who teaches a web-based course as follows:

First three (3) credit-hour course taught:

First semester effective September 1, 2013, \$1,010; effective September 1, 2014, \$1,030; effective September 1, 2015, \$1,051.

Second semester effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420.

Second or subsequent three (3) credit-hour course taught:

First semester effective September 1, 2013, \$859; effective September 1, 2014, \$876; effective September 1, 2015, \$894.

Compensation for teaching courses with fewer or more than three (3) credit-hours will be prorated proportionately based upon credit hours.

Compensation for developing or teaching part of a course (e.g. the lecture part of a lecture and lab course) will be based on the number of credit-hours assigned by the College to the part of the course developed or taught.

6. Ownership and Assignment. Except as provided in this section, a bargaining unit member who develops a web-based course in conjunction with the unit member's job or teaching assignment, with any extended time or released time, or as a project authorized or directed by the College, shall own that course. For the purpose of determining authorship, the development of a web-based course shall not be construed as work for hire. No part of the course may be used, altered, or modified by the College without the written permission of the unit member. An entire web-based 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 bargaining unit member's employment with the College.

Bargaining unit members who create an original web-based course will maintain ownership and priority to teach one (1) section of the course per semester by seniority. Developers and redevelopers of courses shall be given seniority in chronological order. Once priority has been met for all developers and redevelopers of a given course, assignment begins again with the most senior creator until all sections are assigned.

In every case that an agreement to share is requested by the College, the creator will be given first option to share the course with a colleague without compensation.

In the event that the creator of a web-based course chooses not to teach the course or is at maximum load and overload, the creator may be given the option of allowing usage of the course by the College for teaching by other instructors. During the usage period, the creator will maintain seniority rights to teach the course.

Effective September 1, 2013, the compensation for usage shall be as follows:

\$303 per credit hour for one (1) year's usage
\$404 per credit hour for two (2) years' usage
\$505 per credit hour for three (3) years' usage

Effective September 1, 2014, the compensation for usage shall be as follows:

\$309 per credit hour for one (1) year's usage
\$412 per credit hour for two (2) years' usage
\$515 per credit hour for three (3) years' usage

Effective September 1, 2015, the compensation for usage shall be as follows:

\$315 per credit hour for one (1) year's usage
\$420 per credit hour for two (2) years' usage
\$525 per credit hour for three (3) years' usage

In the event a bargaining unit member allows usage of a course, it will be offered to qualified bargaining unit members to teach before non-bargaining unit members.

Voluntary sharing or allowing usage of courses will not be subject to evaluation.

Redevelopment of courses created by bargaining unit members will be limited to other bargaining unit members.

The parties acknowledge that as a general rule qualified bargaining unit members shall have first rights to develop web-based courses offered at the College. The Association recognizes that there may be exceptions to this rule based on unique qualifications of a non-bargaining unit member. The

College will notify the Association during any semester in which a non-bargaining unit member has developed a course.

Upon a bargaining unit member's separation from the College, the College will obtain joint ownership of any course for which it pays effective September 1, 2013, \$404; effective September 1, 2014, \$412; effective September 1, 2015, \$420 per credit hour. This shall be voluntary for all courses created prior to ratification of the ratification of the 2010-2013 agreement on August 8, 2012.

7. Administrative Observation.

- a. For the Purpose of Formal Evaluation. Observation of web-based courses for the purpose of formal evaluation shall follow the same procedures used for observation of classes taught by other methods.
- b. For Other Purposes. The College may observe web-based 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 web-based courses for the purpose of response to technical problems without prior written notification.

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. During the term of the agreement the parties shall establish a Joint Committee(s) to study and make recommendations about dual credit courses and instructional technology (Sections 5.14.A.2 and 5.14.C.4). 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.

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 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 he/she shall report for service, unless otherwise directed by the College, and continue until one (1) week beyond May Commencement.
- 6.2 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. During the term of this agreement a committee will be formed to discuss the hours and extent of the workday. This committee shall consist of three (3) members appointed by the President of the Association, and three (3) members appointed by the College President.

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.
- 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. During the term of the agreement the parties shall establish a Joint Committee to study and make recommendations regarding the scheduling of and compensation for advisement. 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.
- 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 he/she feels 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 audiotape or videotape 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 his/her 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 his/her request and at his/her expense.
 - D. An employee will be notified at the time of inclusion of any material in his/her Official Human Resources File and will be provided a copy thereof.
 - E. Failure of any unit employee to give at least thirty (30) calendar days' notice of termination of his/her 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 his/her 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 Center, department, or title.

8.2 Transfers.

- A. Definition.
 - 1. A transfer for a teaching faculty member is a move to a different academic Center 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 Center at the same grade.
- B. An employee may be transferred to perform duties for which, in the opinion of the College, he/she is 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 Center 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 Center, 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 Center which contains the next greatest proportion of contact hours taught by the employee until all reassignment possibilities within that Center are exhausted.
 - (b) If the identified employee has equal contact hours within two (2) or more course groups within the current Center, 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 Center 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 Center 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 Center(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 Center 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, his/her 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 \$750 for the family plan and \$300 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 September 1, 2012, the family insurance waiver payment shall be as follows:
1. One (1) to twenty-five (25) bargaining unit participants.
Payment is \$750.
 2. Twenty-six (26) to thirty (30) bargaining unit participants.
Payment is \$1500.
 3. Thirty-one (31) to thirty-five (35) bargaining unit participants.
Payment is \$2250.
 4. Over thirty-five (35) bargaining unit participants.
Payment is \$3000.

Sections 10.2.L.1, 10.2.L.2, 10.2.L.3 and 10.2.L.4 shall sunset on August 31, 2013.

- M. 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 his/her official duties and within the scope of his/her 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 he/she is 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 Employees in Nursing and Allied Health and 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 2012-2013 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 \$383.33 for each unused, accumulated day of sick leave, but not to exceed \$46,000, 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 \$46,000 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.
- D. Electronic Access. With the exclusion of access to the administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spreadsheets, and graphics available to members of the bargaining unit with the same title the retiree had while employed. Fees and costs if applicable shall be paid by the retiree. Computer privileges and access will be for the period of three (3) calendar years from the date of retirement and may be extended at the option of the College.
- E. Subsequent to the 2002-2003 year, 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 the first business day of September of the fiscal year in which they wish to retire. For the 2013-2014 year only, the notification date shall be extended to 30 days after the Memorandum of Agreement is ratified by all parties. 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.

- F. Retirement Date. The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the College and the employee agree upon another date.
- G. 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.

- H. 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 Upon retirement the retiree shall have the health insurance benefit provided under Board of Trustees Policy Number 3.24.

- 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.

B.

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 his/her 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) Be approved for the leave donation program by a joint committee, two (2) members of which are selected by the Association and one (1) member of which is appointed by the President of the College.
- (4) 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 life-time 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 himself/herself 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 him/her 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 his/her 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 mean grandparent, parent, sibling, spouse, child or grandchild, mother-in-law, or father-in-law, or an individual who serves in the same

relationship.

In the event of the death of any employee's brother-in-law or sister-in-law, the Employer shall permit the employee to absent himself/herself, without loss of salary, for two (2) days to attend the funeral and for other concerns resulting from the death.

- 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 his/her 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 |
| Independence Day | Christmas 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 his/her 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 back 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 his/her 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 his/her 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 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 his/her 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 his/her designee may request the grievant to meet in an effort to resolve the grievance. The Executive Director of Human Resources or his/her designee shall reply to the grievant, in writing, within fifteen (15) calendar days following his/her 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) calendar days of receipt of the Step 1 determination. The President or his/her designee may, within seven (7) calendar days of receipt of such appeal, schedule a Step 2 review to be held within fourteen (14) calendar 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 his/her designee within seven (7) calendar days of the completion of the review and shall include the Hearing Officer's findings of fact and recommendation, if any. The President or his/her designee shall issue his/her determination within seven (7) calendar 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) calendar 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 his/her, its, or 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 – Legislative Action

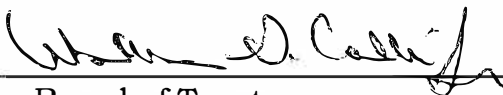
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

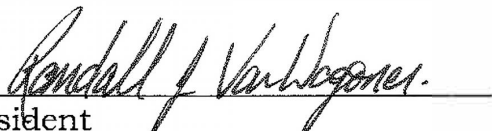
ARTICLE 17 - Term

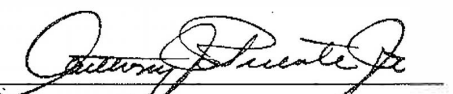
This agreement shall be effective as of September 1, 2016, and remain in effect through August 31, 2019.

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

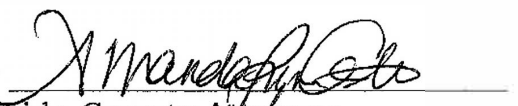
MOHAWK VALLEY COMMUNITY
COLLEGE

By 
Chair, Board of Trustees
Date 5/21/18

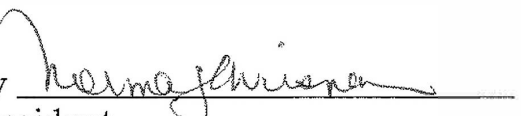
By 
President
Date 5/21/18

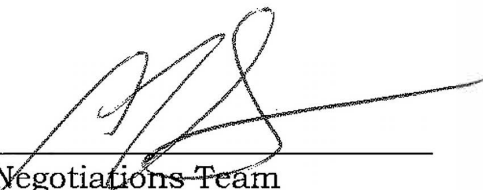
By 
County Executive
Date 7/11/18

APPROVED AS TO FORM:

By 
Oneida County Attorney
Date 7/10/18

MOHAWK VALLEY COMMUNITY
COLLEGE PROFESSIONAL
ASSOCIATION

By 
President
Date 5/22/18

By 
Chair, Negotiations Team
Date 23 May 18

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 his/her 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 his/her 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>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Instructor	\$45,999	\$47,264	\$48,564
Asst. Professor	\$50,166	\$51,545	\$52,963
Assoc. Professor	\$55,146	\$56,663	\$58,221
Professor	\$66,022	\$67,837	\$69,703
Grade 1	\$35,876	\$36,863	\$37,876
Grade 2	\$39,165	\$40,242	\$41,348
Grade 3	\$45,998	\$47,263	\$48,563
Grade 4	\$48,324	\$49,653	\$51,108
Grade 5	\$51,601	\$53,020	\$54,478

9.2 Basic Salary Adjustment.

- A. SOME KIND OF HEADER
 - 1. Each employee who continues in service for the year 2016-17 shall receive a salary increase of 2.9% to be added to the employee's 2016-17 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 2017-18 shall receive a salary increase of 2.75% to be added to the employee's 2017-18 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 2018-19 shall receive a salary increase of 2.75% to be added to the employee's 2018-19 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.
- B. Effective September 1, 1998 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 computed upon the difference between his/her new base salary rate(s) effective for the year 2011-2012, and the amount previously received for those hours or periods actually compensated, including overtime for bargaining unit members where applicable, for such years.

- 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 \$63.95 per hour effective beginning the Fall semester, 2016; \$63.95 effective beginning the Fall semester, 2017; and \$65.00 effective beginning the Fall semester, 2018. Compensation for bargaining unit members under this section will be prorated when a bargaining unit member is unable to complete his or her 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 Compensation for overload service will be paid as earned in accordance with the normal payroll schedule.
- 9.6 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 his/her work year, he/she will receive additional compensation at the rate of his/her annual salary for each week (1/5 of 1/40 for each day) of said service to the College.
- 9.7 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.

- 9.8 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.
- 9.9 Except as provided in Article 5.4.B, should a non-teaching faculty member be required to work in excess of his/her normal schedule, he/she 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 his/her 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.

9.10 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.

9.11 Compensation for substitute instruction will follow past practice.

9.12 Longevity. Effective September 1, 2013, each employee shall be eligible for the following annual longevity payments separate from base salary:

A. After 10 years of service – \$725

After 20 years of service – an additional \$725

After 30 years of service – an additional \$725

After 35 years of service – an additional \$725

Said payment shall be paid on a pro rata basis with each paycheck.

9.13 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.

9.14 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.

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.

9.15 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.

9.16 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.

9.17 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 his/her 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.

9.18 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 \$140 per student per project per semester.

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 insure 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
Financial Aid Assistant
STEP Project Coordinator
Student and Residence Life Specialist
Technical Assistant
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

Admissions Counselor
Assistant Network Coordinator
Assistant to the Associate Dean of Physical Education and Athletics
Assistant to the Director of Athletics
College Nurse
Coordinator of Child Care Services
Coordinator of Events and Facilities Use
CSTEP Project Assistant
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
Health Services Laboratory Assistant
Health Services Retention Specialist
Intake and Process Support – Rome
Learning and Assistive Technology Support Specialist
Librarian
Media Content Coordinator
Programmer
Publications Coordinator
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 – Placement Testing
Technical Assistant – Theatre
Technical Assistant/Retention Specialist
Upward Bound Program Coordinator
Visual Media Coordinator
Website Designer
Youth Academic Program Coordinator

Grade 3

Admissions Specialist
Advisement Specialist
Assistant Director of the Student Service Center
Assistant Registrar
Career and Student Employment Specialist
Career and Job Placement Counselor
College Advisor
Coordinator, Community Education
Coordinator of Disability Services
Coordinator of Expendable and Fixed Asset Procurement
Coordinator of Instructional Data and Scheduling
Coordinator of Services for International Students

Coordinator of Services to Students with Disabilities
Coordinator of Student Activities
Coordinator of Tutoring Services
Coordinator, Corporate Training
Coordinator, Workforce Development
Counselor
CSTEP-STEP Coordinator
Cybersecurity Career Specialist
Design Coordinator
Enrollment Management Specialist/Student Services Counselor
EOC Program Coordinator
Laboratory Assistant
Multimedia Instructional Designer
Network Specialist
Placement Testing Coordinator
Project Coordinator – Marketing and Communications
Project Coordinator, Rome
Registrar Specialist
Student Services Adult Learner and Enrichment
Student Services Specialist
Student Services Specialist – Rome
TAA Program Coordinator
Telecommunications Specialist
Youthbuild Project Coordinator

Grade 4

Adult Services Coordinator
Assistant Director of Admissions
Assistant Director of Facilities and Operations
Bursar
Coordinator of Academic Advisement
Coordinator of Disability Services
Coordinator of the First Year Experience
Coordinator of Transfer Services
Coordinator, Annual Funds and Alumni Relations
Coordinator, Healthcare Careers
Educational Technology Specialist
Financial Systems Accountant
Institutional Advancement Events Coordinator
Programmer Analyst
Veteran Education Coordinator

Grade 5

Assistant Director of Financial Aid
Coordinator of Research and Analysis
Database Administrator
Financial Systems Manager
Licensed Mental Health Counselor
Licensed Mental Health Practitioner
Manager of End-User Computing
Senior Financial Analyst
Software Specialist

APPENDIX D
TITLES WITH ACADEMIC RANK

Teaching Faculty

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 Center list of unassigned sections for the following semester shall be posted in each Center office and a master list of unassigned sections shall be posted on both campuses. These lists shall remain posted until the end of the sign-up period at 4:30 p.m. of the following Friday. The initial Center and master lists of unassigned sections for the summer sessions shall be posted in the same manner during the preceding spring semester.
2. The Center and master lists shall contain all course sections that are unassigned, including those at correctional facilities, sections on hold, late starts, etc. The list(s) of college-wide courses not belonging to a specific Center shall be posted in the appropriate college office.
3. In addition to this list, a folder marked "Overload Requests" shall be located near the list of courses and available to all bargaining unit members.
4. Bargaining unit members shall make their overload request(s) by filling out an overload request form and placing it in the "Overload Requests" folder by the end of the designated sign-up period.
5. Bargaining unit members must use the form provided by the College in completing their request(s) and may indicate their order of preference.
6. Employees have the option of submitting the overload request forms directly to the appropriate Center or to the office of the Dean of the Rome Campus.
7. Forms submitted to the office of the Dean will be faxed to the Executive Assistant to the Vice President for Instruction who will deliver them to the appropriate Center. Hard copy will follow in the campus mail.
8. 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 (Information Technology Building Room 143).

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
Associate Professor, Center for Language and Learning Design
Information Technology Building Room 143
(315) 792-5398
nchrisman@mvcc.edu