

AGREEMENT

Effective: September 1, 2014
Term: September 1, 2014 through August 31, 2016

By and Between

THE COUNTY OF ONEIDA (hereinafter referred to as “County”)

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE
(hereinafter referred to as the “College”) as Co-Employers,

and the

ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS (hereinafter referred to
as the “Association”).

ARTICLE I
REQUIREMENT OF 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 APPROVAL.

ARTICLE II
RECOGNITION

- 2.1 The Unit. The Employer hereby recognizes the Association as the exclusive collective bargaining representative of those full-time employees in a bargaining unit at Mohawk Valley Community College comprised of the administrative positions listed in Addendum C 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. The Executive Director of Human Resources will provide a list of titles to the Association annually.
- 2.2 Duration. Such recognition shall remain in effect for the maximum period allowed by law.

ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1 Association Membership. The Employer and the Association hereby agree that bargaining unit 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 negotiations 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 employment 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 any lawful activity of this Association or in collective bargaining negotiations with the Employer, or his/her institution, of any grievance or complaint under this Agreement.
- 3.2 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 Employer pursuant to current procedures for room reservations.

3.3 Dues Deductions. Pursuant to the plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the Employer shall, on a bi-weekly basis (26 or 27, dependent upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the Association the regular Association membership dues and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing and the College shall promptly notify the Treasurer of the Association of the receipt of such revocation notices. The Association shall indemnify and hold harmless the College and its officials and employees from any cause of action, claim, loss, or damage incurred as a result of the Employer's deduction from employees pursuant to this Article.

The Association shall be entitled to the benefit of the provisions of the Agency Fee legislation enacted by the 1976-1977 session of the New York State Legislature, as may be amended. Deductions shall be effective for the first full pay period which begins after final ratification of this agreement and after the College has received notice from the Association of the amount of the deduction.

3.4 Contract Distribution. Copies of this shall be made available by the Association, upon request, to all employees of the bargaining unit.

3.5 Meetings of the Parties. The Employer and the 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 request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or is in negotiations. An Ongoing Joint Committee shall be authorized to meet as provided in Addendum A.

3.6 Association Business. The Association President, with the prior approval of his/her immediate supervisor and subject to his/her responsibilities and obligations to the Employer, shall be permitted to transact official Association business on Employer's property at reasonable times provided there is no interference with instruction, administrative functions, or with College operations.

3.7 Association Notices. The Association shall have the right to post notices of its activities and matters of Association concern on Employer's bulletin boards. The Association may use the intra-campus mail service to distribute its communications, and is permitted reasonable e-mail use subject to College policies and procedures.

3.8 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.

ARTICLE IV
NON-DISCRIMINATORY APPLICATION

The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination and in accordance with federal, state and local laws.

ARTICLE V
APPOINTMENTS AND PROMOTIONS

- 5.1 Credited Years of Service. For the purpose of this Agreement, a year of service is service for an employment year. The employment year shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31). In the initial year of employment or upon recall from layoff any bargaining unit employee whose employment begins no later than October 1 shall be credited a full year of service.
- 5.2 Method of Appointment. All appointments are made by the Board upon the recommendation of the President or the President's designee.
- 5.3 Acting Appointment. The Employer may appoint a bargaining unit employee to assume the responsibilities of a bargaining unit or non-bargaining unit position in an acting capacity for a period not to exceed one (1) year. The intent is to provide a continuity of function that would normally be interrupted due to the vacancy. Service in such position is voluntary on the part of the bargaining unit employee. A bargaining unit employee promoted to an acting appointment will hold all rights of appointment and will be compensated at a rate mutually agreed upon. At any time up to but not to exceed one (1) year the bargaining unit employee may return or be returned to the original title by the administration. In any event, the bargaining unit employee shall have the right to return to his/her original title when the vacancy is filled.
- 5.4 Term Appointment. Term appointments are full-time appointments made for a fixed term not to exceed one (1) year [renewable for one (1) additional year] when a position or need for services is not expected to be permanent. Appointments automatically expire upon the final date of the appointment term and there should be no expectation of continued employment beyond the final date of the appointment term. There shall be no right of appeal from non-renewal of a temporary or a term appointment, nor need cause be given.

Examples: The following are types of positions, among others, for which term appointments may be made:

- Administrative positions
- Special purpose assignments
- Positions which are not expected to be continuing
- Replacement for personnel on leave
- Interim arrangement

5.5 Earned Credited Service. An employee employed on a term appointment and thereafter employed as a probationary employee in the same or in a similar position shall be given up to a maximum of two (2) years credit against the required probationary period.

5.6 Probationary Appointment.

- A. Definition. A probationary appointment is a full-time appointment prior to the granting of a continuing appointment.
- B. Duration. Probationary appointments shall be for a period not to exceed five (5) years of credited service.
- C. Termination. In the event a probationary appointment is to terminate prior to the completion of one year of service in a particular position, the College shall provide no less than one month notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. In the event a probationary appointment is to terminate after one year of service but prior to the completion of five years of service in a particular position, the College shall provide no less than six months notice in writing, or pay in lieu of any deficiency in notice, to those unit employees who are to be terminated from service. Termination of a probationary appointment shall not constitute dismissal.

The appointee shall signify, in writing, the employee's acceptance or rejection of appointment not later than one month following written notice of appointment or the offer of appointment is withdrawn.

The termination of a probationary employee after the second year of credited service at the College is reviewable under the grievance procedure. The grievance shall be limited solely to questions of compliance with notice and evaluation provisions of the Agreement, including having been informed by any deficiencies and receiving a reasonable opportunity to remedy the same.

5.7 Continuing Appointment.

- A. Definition. A continuing appointment is a full-time appointment as an administrator which shall continue unless terminated for cause.
- B. Method of Appointment. Continuing appointments shall be made by the Board of Trustees upon the recommendation of the President or his/her designee in accordance with this agreement.
- C. Eligibility. All administrators are eligible for a continuing appointment upon satisfactory completion of not less than three (3) nor more than five (5) years of full-time service in a particular position covered by this agreement.

- 5.8 Service Credit. The following shall be used in computing years of credited service:
- A. Consecutive full-time probationary or term appointments to the same unit title subject to the limitations of Article 5.5;
 - B. An employee appointed to one unit title and thereafter appointed to a second unit title shall be given up to a maximum of two (2) years credit against the probationary period in the second title;
 - C. Periods of leave with salary during appointment periods;
 - D. Periods of leave without salary at the discretion of the Board;
 - E. Non-consecutive full-time administrative appointments to a maximum of three (3) years.
- 5.9 Retention of Continuing Appointment. An employee with a continuing appointment who leaves his/her employment at the College, and who then returns to the College in the same or in a similar position within two (2) years shall return with that continuing appointment. An appointment to a College administrative position shall be without loss of continuing appointment in the position and rank or unit title held prior to the administrative appointment subject to the terms and conditions of agreements with other bargaining units.
- 5.10 Procedures. Not later than November 1 of the fifth (5th) year of credited service the appropriate College Administrator shall submit a written recommendation, with justification, as to a continuing appointment to the President.
- 5.11 Notice. Written notice that a continuing appointment is not to be granted shall be given not later than five (5) business days following the regular February Board meeting preceding the completion of five (5) years of credited service. In the event there is no February Board meeting, such notice shall be given not later than five (5) business days following the regular March Board meeting.
- 5.12 Promotion. Promotions may be granted by the Board following the recommendation of the President.
- 5.13 Basis for Promotion. Promotion is based on merit.
- A. Employees whose titles require teaching. To be eligible to apply for promotion to the academic rank of Assistant Professor a person must have completed three (3) years in academic rank at Mohawk Valley Community College. To be eligible to apply for each subsequent promotion a person must complete three (3) years in academic rank.

- B. Employees whose titles do not require teaching. To be eligible to apply for promotion from Level I to Level II, a person must have completed three (3) full years of service in a title which does not require teaching at Mohawk Valley Community College. To be eligible to apply for each subsequent promotion a person must complete three (3) full years of service in that title since the previous promotion.
- 5.14 Consideration for Promotion. Consideration of an employee may be initiated by the Employer or by written request of the employee to the appropriate College Administrator.
- 5.15 Denial of Promotion. The Employer will provide unsuccessful candidates with the specific reason for the denial in writing.
- 5.16 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 fiscal year following that in which they are granted.
- 5.17 Academic Rank. Those persons holding academic rank shall be designated by Instructor, Assistant Professor, Associate Professor or Professor. Academic rank as a member of the faculty will remain in effect while serving as an administrator for those individuals achieving the same prior to, concurrently with, or subsequent to their appointment as an administrator.
- 5.18 Grant-Funded Appointment. A grant-funded appointment is a full-time appointment to a unit position supported by grant, contract, or other third-party funds.
- A. Duration. The appointment expires at the end of the stated period or whenever grant funding shall cease, whichever comes sooner.
- B. Renewal. A grant-funded appointment may be renewed at the sole discretion of the College.
- C. Continuing, Probationary, or Term Appointment. A unit employee employed on a grant-funded appointment is not eligible for continuing, probationary, or term appointment.
- D. Promotion. A grant-funded employee is eligible for promotion.
- E. Academic Status. Persons holding grant-funded appointments may be granted academic rank consistent with their role and qualifications at the option of the College.
- F. Credit for Grant-Funded Employment. An employee employed in a grant-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 VI
PROFESSIONAL OBLIGATION AND ASSIGNMENT

- 6.1 It shall be the duty of all full-time employees of Mohawk Valley Community College, unless otherwise specifically noted in their contracts or terms of employment, to devote their professional services and their individual skills to the service of Mohawk Valley Community College.
- A. Employees shall work the number of hours necessary to complete their professional obligations. The employee shall provide time and activity records as may be required. The employee shall not engage in consulting, outside employment, or other activities which conflict with the employee's responsibilities to the College except by approval of the appropriate supervisor.
 - B. The primary work obligation of a full-time employee is to the College. The assignment and scheduling of employees shall be at the discretion of the College, or as defined herein.
- 6.2 Professional Obligation.
- A. The professional obligation of a twelve-month employee shall begin on the first day of the fiscal year of the College (September 1) and shall end on the last day of the fiscal year (August 31).
 - B. The professional obligation of a ten-month Assistant Dean shall begin fifteen (15) working days before the beginning of instruction in the Fall semester and shall end five (5) working days following Spring Commencement.
 - C. The professional obligation of a ten-month Director shall begin seven (7) working days before the beginning of instruction in the Fall semester and shall end eight (8) working days following Spring Commencement.
- 6.3 Job Description. Employees will be provided a current job description for their position. Changes in job descriptions shall be made after consultation with the position incumbent. The impact of such change(s), if any, shall be the subject of negotiation between the College and Association.
- 6.4 Off-Campus Assignments.
- A. Employees may be assigned their professional obligation at the Utica campus, the Rome campus, or off-campus sites. Those employees who have professional obligations (excluding overload) at more than one 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 20 miles.

- B. Those employees assigned to fulfill their professional obligation (excluding overload) at an off-campus site located 10 miles in excess of the distance normally traveled by the employee to the on-campus site to which the employee 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. The basis for determining travel distance will be the third-party method as set forth in Addendum D.

6.5 The following terms shall be as defined as follows:

- A. Class period shall mean a 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 or more consecutive periods, a break equal to ten minutes for each sixty minutes will be scheduled by the faculty member.
- B. Practicum period shall mean a 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 minutes for each sixty minutes of the practicum session will be scheduled by the faculty member.
- C. Contact hour shall mean a class period or a practicum period.
- D. Teaching credit hour shall mean a class period or 2.0 practicum periods.
- E. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.
- F. Section Size for a Class or Practicum Period. The size of a section scheduled for a class, or practicum period for a particular course, shall be determined by the Administration.

6.6 Instructional Technology

Procedures and compensation for instructional technology will be the same as those contained in the September 1, 2005 agreement between the College and the Mohawk Valley Community College Professional Association.

6.7 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 employee to teach a dual-credit course on load. The bargaining unit employee 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.

6.8 In the event a ten-month employee accepts assignments to perform services beyond his/her professional obligation, he/she will receive additional compensation as specified in Article 10.7.

ARTICLE VII
EMPLOYMENT POLICIES

7.1 Seniority. Seniority shall apply as follows: Bargaining unit employees will accumulate seniority based upon date of appointment to the College.

7.2 Retrenchment.

A. When the number of bargaining unit employees is to be reduced the College shall provide affected employees six (6) months notice thereof prior to the effective date of retrenchment or pay in lieu of any deficiency in notice.

B. Rights at Retrenchment. Upon notification of retrenchment an employee shall be offered transfer to an available position. An employee who declines such offer of transfer to a College position at the same rate of compensation as the position from which the employee was retrenched shall forfeit all rights under Sections 7 and 10 of this Agreement.

If no position is available for which the employee is qualified, that employee will receive consideration for:

1. Retraining for assignment to an available position;
2. Fulfillment of the employee's work obligation by performing available work both within and outside of the employee's current department or administrative function and/or during summer sessions.

In any of the foregoing instances, the employee must be qualified as recommended by the President and approved by the Board of Trustees; the opportunity applies to work within or outside of the employee's current job title; the performing of such services does not constitute a transfer; the opportunity shall be at the expense of overload assignments and part-time employees.

- B. Rights Following Retrenchment. If within two (2) years the position from which an employee was retrenched is re-established or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched employee(s) in inverse order of retrenchment. Refusal of such an offered position shall terminate the retrenched employee's recall entitlement hereunder. When a retrenched employee assumes any bargaining unit position, he/she maintains all rights and seniority less time of lay-off.
- 7.3 A. Reversion. When a vacancy exists in a full-time teaching faculty bargaining unit position a bargaining unit employee may, subject to the needs of the College and the terms and conditions of the teaching faculty collective bargaining agreement, revert to full-time teaching position in which he/she held or has been eligible for a continuing or career appointment, in accordance with his/her qualifications, experience, and expertise as determined by the College. Upon return to such teaching position, he/she will be assigned to a Center in accordance with his/her qualifications, experience, and expertise.
- B. Benefits. The movement to full-time teaching status shall cancel the right to accrue vacation as well as those other rights peculiar to administrative professionals within the bargaining unit. Vacation accruals to the then maximum days not used prior to the effective date of the return to full-time teaching status shall be paid at his/her former administrative salary. Any rights or benefits in excess of those authorized in the Professional Association agreement will be forfeited effective on the date of the change in status.

ARTICLE VIII CONFLICT OF INTEREST

An employee shall not engage in any activity which constitutes conflict of interest in accordance with College Board of Trustees Policy 2004.

ARTICLE IX
EVALUATION

- 9.1 Evaluation. A formal written evaluation will be prepared at least annually for employees on probationary, term, or grant-funded appointments. Employees holding continuing appointment will be evaluated at intervals determined by the College, but at least once every five years. Employees on leave will be evaluated at the option of the College. The evaluation will be prepared by an employee's immediate supervisor. If the employee's immediate supervisor is also a bargaining unit member, then the supervisor will prepare the evaluation in coordination with the appropriate Excluded Administrator. The evaluation will be discussed between the individual and the evaluator not later than the third Friday of July for twelve-month employees and not later than the end of the professional obligation for ten-month employees. The individual shall have the right to provide a written response within fifteen calendar days following the conference with the evaluator. Such written statement shall be attached to and become part of the formal evaluation to be placed in the individual's personnel file. An employee may request that an evaluation of performance be made prior to the evaluator leaving employment at the College. A negative formal written evaluation shall not constitute discipline as provided for in Article XV herein.
- 9.2 Human Resources Folder. The Employer shall maintain one official human resources folder in the Human Resources Office for each employee. The folder shall contain two files: official human resources file, medical file, and may also contain a part-time/adjunct file for those employees with part-time employment and/or adjunct assignments.
- A. Official human resources file may include copies of employment applications, resumes, college transcripts, disciplinary memoranda, the annual performance appraisal of employees and/or periodic probationary reports.
 - B. Changes, additions or deletions to the contents of an official human resources file are subject to the approval of the Executive Director of Human Resources.
 - C. Information relating to the employee's academic or professional accomplishments submitted by them shall be placed in their official human resources file at the employee's request.
 - D. The human resources folder shall be available for review by the employee, or the employee's representative under written authorization by the employee, upon appointment and during normal office hours. Copies of materials shall be made by the Employer and furnished to the employee upon request and at the employee's expense.
 - E. When information is added to an employee's human resources folder, a notice of such material will be sent to the individual. The unit employee will have the right to submit a written answer to the material and his/her answer shall be attached to the file copy.

- F. Access to the human resources folder shall be available to the President, his/her designee, an employee's immediate supervisor, and the Executive Director of Human Resources to assist in the making of employment decisions such as, but not limited to, promotion, transfer, reassignment, the granting of continuing appointments or retrenchment. Such access will be granted others only after written permission from the employee.
- G. Access to the employee's human resources part-time/adjunct file shall be available to the President, his/her designee, supervisor(s), and the Executive Director of Human Resources to assist in making employment decisions. Such access will be granted to others only after written permission from the employee.
- H. Human resources medical files are kept within the human resources folder. Contents of the medical file are protected by law. Access to the file will be granted to others only after written permission from the employee has been provided.

ARTICLE X
SALARY/ECONOMIC ISSUES/INSURANCE

- 10.1 A. 2014-15 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.8% increase to their 2013-2014 base salary in accordance with Article 10.4 of the collective bargaining agreement.
- B. 2015-16 base salary increase. Effective at the beginning of the professional obligation as defined in Article 6.2, each employee, unless otherwise agreed upon, shall receive a 2.8% increase to their 2014-15 base salary in accordance with Article 10.4 of the collective bargaining agreement.
- 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 2014-2015 base salary rate and the previous base salary rate for 2013-14, including any "per diem" wage payment in accordance with Articles 10.7 and 10.8.
- 10.2 A. Minimum annual salary levels:

Level	Minimum
H	\$68,000
I	62,000
J	58,000
K	54,000
L	48,000

- B. Upon completion of a successor collective bargaining agreement to the September 1, 2014 through August 31, 2016 collective bargaining agreement, minimum annual salary levels will be adjusted annually in accordance with the Cost of Living Adjustment (COLA) as determined by the Bureau of Labor and Statistics (BLS).
 - C. Effective September 1, 2014, if an employee's base salary falls below the minimum annual salary levels in Article 10.2.A, said base salary shall be adjusted to the minimum salary level prior to the application of the agreed upon base salary adjustments in Article 10.1.
- 10.3 Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President and agreement by the Executive Committee of the Association.
- 10.4 No increase under this article shall be payable to an incumbent who has not completed at least 1/2 (one half) of his/her normal professional obligation.
- 10.5 Compensation for overload assignments shall be at the current rate provided for in the agreement between the College and the MVCC Professional Association.
- 10.6 Health Insurance.
- A. The College shall pay for the full cost of a health and hospitalization plan during the term of this contract for all bargaining unit employees hired on or before 31 August 1987. All unit employees hired or rehired on or after 1 September 1987 will be required to contribute 20% (twenty percent) of the gross cost of all health insurance benefits according to category (individual, family, or individual and dependents). Changing job titles within the bargaining unit does not constitute rehiring.
 - B. Waiver/buyout effective January 1, 2015: \$750 for individual; \$1,500 for two-person and family.
- 10.7 The per diem rate for bargaining unit employees with a ten (10) month professional obligation is defined as 1/5 of 1/42 of his/her base salary.
- 10.8 The per diem rate for bargaining unit employees with a twelve (12) month professional obligation is defined as 1/260 of his/her base salary.
- 10.9 Employees will receive upon promotion to each academic rank or level the following increases to base salary:
- | | |
|--|---------|
| Level 1 to Level 2 or Instructor to Assistant Professor | \$1,500 |
| Level 2 to Level 3 or Assistant Professor to Associate Professor | \$2,000 |
| Level 3 to Level 4 or Associate Professor to Professor | \$2,500 |

10.10 Longevity. Effective September 1, 2014 each bargaining unit employee shall be eligible for the following longevity payments separate from base salary:

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 continuous, pro rata basis with each paycheck. When an eligible employee leaves the employment of the College, the final longevity payment shall also be paid on a pro rata basis.

Longevity payments shall commence for eligible employees with the first pay check following the pay period during which the employee achieved the required years of service.

Years of service shall be calculated based upon accumulated contiguous and non-contiguous full-time employment at the College inclusive of periods of leave with or without pay. This employment shall include full-time service within the bargaining unit as well as full-time service outside the bargaining unit.

10.11 Other Benefits.

The College shall provide the following coverage for unit employees: \$50,000 Term Life Insurance; Long-term Disability; Family Vision Coverage which provides as a minimum one eye exam and one pair of glasses for each member of the family per year at no cost to the employee.

The College shall continue to make available to bargaining unit members, and their eligible dependents a dental plan comparable to the plan which existed on August 31, 2014.

The College shall continue to make available to bargaining unit members, and their eligible dependents a prescription plan comparable to the plan which existed on August 31, 2014.

The College shall extend to bargaining unit members, in accordance with College procedures, medical, prescription, dental, and vision benefits to domestic partners, subject to plan provisions, and no later than January 1, 2015.

If an AMVA member completes a higher education degree related to their job, upon receipt of official college transcripts, they will receive a one-time payment of \$1,500 for a Masters, and \$2,000 for a Doctorate.

ARTICLE XI
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 service with the Employer, but such periods of absence shall not be considered in meeting service requirements for eligibility for consideration for a continuing appointment except as provided in Section 5.8 hereof.
- 11.2 Professional Leave Without Salary. The Employer may grant leaves of absence without salary, not to exceed one (1) year. The Employer may extend such leaves for additional periods of not to exceed one year each.
- 11.3 Individuals who are authorized a leave of absence without pay shall not be entitled to benefits, except that a continuing appointment and seniority shall continue. Requests for such leaves of absence shall be made through the individual's supervisor to the President. Each application shall include a statement for the purpose for which the leave is requested, its anticipated duration and its value to the applicant and/or Employer. Vacation time is not earned while on leave.
- 11.4 Sabbatical Leave.
- A. Policy. Sabbatical leaves for professional development may be made available to employees of the bargaining unit who meet the requirements set forth in this provision. The objective of such leave is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for services nor as a vacation or rest period occurring automatically at stated intervals.
 - B. Purpose. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing or other experience of professional value.
 - C. Eligibility. All employees of the bargaining unit who have completed six (6) consecutive years of service within the College in any combination of term, probationary, career, and continuing appointments or who, if they have previously had a sabbatical leave, have completed at least six (6) full years of service within the College since the date of return from their last sabbatical leave shall be eligible. In computing consecutive years of service, periods of vacation, periods of sick leave with salary, and periods of leave of absence with salary shall be included. Leaves of absence up to one (1) year without pay may be included at the sole discretion of the College. Periods of leave other than specified, as well as part-time service, shall not be counted but shall not be deemed an interruption of otherwise consecutive service.
 - D. Term and Conditions. Sabbatical leaves may be authorized by the Board upon the recommendation of the President. Individuals on a sabbatical leave shall receive a portion of their normal annual salary:

For 10-month employees

For 12-month employees

1 academic semester
100% annual salary

0 - 6 months
100% annual salary

1 academic year
50% annual salary

6 - 12 months
50% annual salary

- E. In those cases in which, in the opinion of the President, the granting of sabbatical leave would impair the operation of the College, a bargaining unit employee shall be required to postpone his/her leave.
- F. All benefits shall continue in effect during the sabbatical period with the exception of sick leave, holidays, and vacation which may neither be earned nor used during sabbatical leave.
- G. Procedures for Sabbatical Leave. Application for sabbatical leave detailing the activities and purposes of the leave shall be submitted to the President not later than the October 15th preceding the beginning of the academic year in which the leave is to begin. Following receipt of application for sabbatical leave from bargaining unit employees, the President will convey such applications to a Sabbatical Leave Committee composed of six members, three of whom shall be appointed by the Employer and three of whom shall be elected by the employees of the bargaining unit.

The Committee shall then forward these applications, set forth in priority order to the appropriate College Administrator who shall add his/her recommendations and forward all materials to the President for his/her recommendation to and action by the Board.

Applicants will be selected on the merit of the leave project, subject to limitations of the budget. In cases where no distinction between merit of applications can be made, priority will be established for the applicant possessing the longer period of service.

The decision will be returned to the applicant no later than five (5) business days following the January Board meeting. In the event there is no January meeting, the decision will be returned to the applicant no later than five (5) business days following the next regular Board meeting.

- H. Bargaining unit employees on sabbatical leave may, with the approval of the Sabbatical Leave Committee and President accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of the leave. Services or charges incidental to the success of the leave project upon the recommendation of the President and the authorization of the Board may be at the expense of the College.

- I. Reports. It shall be the obligation of persons granted sabbatical leave to submit such reports as may be requested by the President.
- J. Following a sabbatical leave an employee is expected to return and complete a minimum of one (1) year of service in the event of a one (1) year sabbatical leave, a minimum of six (6) months of service in the event of a six (6) month sabbatical leave, a minimum of one (1) semester of service in the event of a one (1) semester sabbatical leave, and a minimum of two (2) semesters of service in the event of a two (2) semester sabbatical leave.

11.5 Other Leaves. The President may recommend leaves of absence at full salary or reduced salary, or may grant such leave without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a unit employee, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with needs and interests of Mohawk Valley Community College and its employees. A salaried leave shall become effective upon approval of the Board.

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 may 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 employee from the delivery of instruction in more than one semester. The President, at the President's discretion, may extend this leave to a total of one 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.

Employees on approved leave without pay are responsible for their health insurance premium contributions during this period of unpaid leave.

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

11.7 Association Leave. The Association President or his/her designee shall be afforded five (5) days leave per academic year for the purpose of attendance at SAANYS state-wide conferences. Notice of the taking of such leave shall be forwarded to the Human Resources Department not less than fifteen (15) 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.

- 11.8 Funeral and Bereavement Leave. Employees may be absent without loss of pay for a period of four (4) consecutive work days to attend the funeral and for other concerns resulting from the death of a member of an individual's immediate family. The term "immediate family" shall mean grandparent, parent, sibling, spouse, child, grandchild, mother-in-law or father-in-law or one who has served in the same relationship. In the event it is necessary to be absent more than four (4) work days, a longer period may be authorized by the President.
- 11.9 Jury Duty. Individuals required to appear for jury duty shall be released from their employment responsibilities for such duty without loss of pay. Any payment or fees, exclusive of mileage allowance, shall be paid to the Employer. The absence should be indicated on the appropriate time record and a copy of the summons for jury duty should be forwarded to the Human Resources Department.
- 11.10 Procedure. Requests for leaves of absence shall be made through the individual's supervisor to the President. Each application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant and the Employer. Leaves of absence without pay may be authorized by the President. Leaves of absence with salary may be authorized by the Board upon the recommendation of the President.
- 11.11 Sick Leave.
- A. Each employee shall accrue 1.75 days of sick leave per month of service to the College, not to exceed 225 days. Sick leave accruals may be used by individuals who are unable to perform their duties because of personal accident or illness or an accident or illness in the individual's immediate family. The term "immediate family" shall mean an individual's grandparent, parent, sibling, spouse, child, or grandchild, mother-in-law, or father-in-law or one who serves in the same relationship. The term "illness" shall include routine medical appointments and diagnostic tests for the purpose of monitoring an individual's general health or recurring medical condition. Upon termination of employment, no payment will be made to any staff member for time accrued, except as provided in Article XIV (Resignation and Retirement).
 - B. Notice. An employee must notify his/her immediate supervisor of absence due to illness or injury as soon as practicable.
 - C. Verification. The College may require documentation (physician's certificate, emergency room receipt, etc.) justifying use of sick leave.

- D. Employees who are unable to perform their duties for more than one week because of personal accident or illness or an accident or illness in the individual's immediate family as defined in Section A, and whose absence is supported by a doctor's statement, may apply to a joint committee made up of two people appointed by the Association and two people appointed by the College for permission to use pro-rated sick leave to cover overload assignments missed because of the accident or illness. The committee shall determine whether or not sick leave may also be used to cover time missed from coordinator assignments. A minimum of three votes in favor of granting such permission shall be necessary. In the event of a tie, the request and the committee record will be forwarded to the President or the President's designee who shall render a decision. The decision of the committee or the President or the designee shall be final and shall not be subject to the provision of Article XX, Grievance Procedure. The employee may not use the Sick Leave Donation Program Section (Section 11.12) to accrue sick time for overload or coordinator compensation.

11.12 Sick Leave Donation Program.

- A. Intent. The intent of the sick leave donation program is to provide a means to assist bargaining unit employees who, because of long-term serious personal illness or injury, or the long-term serious illness or injury of a spouse, a child, a parent, or an individual who serves in the same relationship, have exhausted all their accrued leaves 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. Employees requesting sick leave donation must notify the College of any additional income from disability or worker's compensation. Employees receiving benefit income from disability or worker's compensation will be allowed to utilize donated sick leave on a prorated basis.
- B. General Policies.
 - 1. Donors
 - a. The identity of a donor shall not be disclosed by the College without the permission of the donor.
 - b. Donations are made from sick leave accruals
 - c. Donations must be made in whole day amounts
 - d. A bargaining unit employee may make more than one donation to a recipient.
 - e. Unused donations are returned to the donors in reverse order of receipt.

2. Eligibility. To be eligible the recipient must:
 - a. have completed at least one year of service at the college;
 - b. be absent due to non-occupational illness or disability for which medical documentation satisfactory to the College is submitted, or to care for a spouse, a child, a parent, or an individual who serves in the same relationship with a serious health condition as defined under the Family and Medical Leave Act (FMLA);
 - c. be approved for the leave donation program by a joint committee, two members of which are selected by the Association and two members of which are appointed by the President of the College. Should a tie occur, the College President shall make the decision;
 - d. have exhausted sick leave accruals due to long-term illness or injury;
 - e. have exhausted all other leave accruals.

C. Procedures

1. When a bargaining unit employee's sick leave accrual has been exhausted due to long-term illness or injury, 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 employee.
2. Donations are used on a first-donated, first-used basis.
3. Vacation and sick leave accruals shall not accrue to recipients on donated leave.
4. Health insurance premiums, retirement contributions and other benefits provided herein shall continue as long as the recipient is on donated leave.

11.13 Vacation. All unit employees with a twelve-month professional obligation shall accrue vacation credits at the rate of one and three quarter days (1.75) days per calendar month for each month, or major fraction thereof, of their service to the College. No vacation leave shall be accrued by or granted to an employee with a ten-month obligation. Employees may carry over a maximum of forty (40) days accrued vacation leave from one fiscal year into the next. Employees who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued vacation leave.

Individuals who lose vacation credit through the fault of the College will receive compensation for their vacation time lost at their current daily rate. Upon written request, unit employees will obtain, in advance, salary to be paid during an accrued vacation period. Vacation leave may not be taken prior to its accrual except as approved by the President. No charge to vacation leave shall be made with respect to a day during which employees would not otherwise have been required to work.

- 11.14 Severance Pay. In case of severance in good standing after one or more years of service, such accrued vacation as may not be utilized prior to the last work day will result in accrued vacation pay included in the last paycheck.
- 11.15 Military Leave. The College shall grant military leave with full pay to all employees who as members of a Military Reserve or Guard unit perform ordered military duty up to a maximum of twenty-two (22) working days or thirty (30) calendar days per fiscal year. A copy of such military order shall be provided to the immediate supervisor.
- 11.16 Twelve-month employees shall be provided with five (5) days of paid leave which shall be taken as scheduled by the College. Notice of such schedule shall be provided on or before September 1 of each year. Absent such notification, twelve-month employees may individually recommend a schedule for such days to their supervisors according to College procedures. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.17 Twelve-month employees shall be provided with three (3) days of paid leave. 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. Bargaining unit employees seeking such leave for commencement, during the week before the beginning of classes in the fall and spring semester, 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 such leave be honored at these times. Days not used by August 31 of each year shall not carry over into the next College year.
- 11.18 Court Appearance. The Employer shall permit an employee showing proof of appearance as a witness pursuant to subpoena, to be absent without charge to leave credits during such period when required to so appear.

ARTICLE XII PROTECTION OF PROFESSIONAL REPUTATION

Complaints. Complaints affecting a bargaining unit employee shall be called to the employee's attention as soon as practicable. The employee shall be given the opportunity of making a written reply, which shall be attached to the file copy of the complaint. No complaint, letter or report directed against an employee shall be used in evaluating an employee unless written.

ARTICLE XIII
HOLIDAYS

13.1 Scheduled Holidays. For the term of this Agreement, bargaining unit employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Friday After Thanksgiving	Good Friday
Christmas Day	Memorial Day
Independence Day	

13.2.A For the term of this Agreement, Twelve-month employees will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

Columbus Day	Election Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday	

This section shall become effective only if and when, during the terms of this agreement, the Association informs the College that all twelve-month employees will be accorded the said five holidays. In that event, the salary of each twelve-month employee shall be reduced by five (5) days at the per diem rate, as defined in sections 10.7 and 10.8, based on the base salary in effect on the effective date.

13.2.B For the term of this Agreement, ten-month Directors hired on or after 8/1/2013 and ten-month Assistant Deans will be accorded the following holidays, with pay, where such holidays fall on a normal College work day: five days between Christmas Day and New Year's Day as designated by the College. Ten-month Directors hired on or after 8/1/2013 and ten-month Assistant Deans will also be accorded the holidays listed in Section 13.2.a where such holidays fall within their professional obligation.

13.3 If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday.

13.4 The College may designate an alternate holiday to any holiday which conflicts with the College calendar upon notice to employees on or before September 1st of the College year in which the holiday falls.

13.5 In the event the professional obligation requires work on any of the aforementioned holidays twelve-month employees shall have one day added to their vacation accrual for each holiday worked.

- 13.6 Ten-month Directors hired on or after 8/1/2013 and ten-month Assistant Deans who receive advance supervisory approval to work Martin Luther King's Birthday, Good Friday or any of the holidays listed in Section 13.2.a shall accrue holiday leave in full day increments for each full day worked, but in no event shall ten-month Directors hired on or after 8/1/2013 or ten-month Assistant Deans accrue holiday leave for any work performed on a day on which the College is closed. Ten-month Directors hired on or after 8/1/2013 and ten-month Assistant Deans may carry over a maximum of forty (40) days accrued holiday leave from one fiscal year into the next. Ten-month Directors hired on or after 8/1/2013 and ten-month Assistant Deans who leave employment with the College during the fiscal year will be paid for no more than forty (40) days accrued holiday leave. In case of severance in good standing after one or more years of service, such accrued holiday leave as may not be utilized prior to the last work day will result in accrued holiday pay included in the last paycheck.

ARTICLE XIV
RESIGNATION AND RETIREMENT

14.1 Resignation.

- A. A bargaining unit employee desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor. Such notice should allow sufficient time in order to provide the continuation of College services.
- B. The following terminal benefits are available for bargaining unit employees who voluntarily terminate their services with the College:
- (i) Health Insurance. The employee and his/her family will be covered to the end of the month in which they are removed from the payroll.
 - (ii) Retirement System. Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination.
 - (iii) Vacation Accruals. The College will pay the employee at his/her regular salary rate for all accrued vacation at the time of termination.

14.2 Retirement.

- A. Employees who were hired at the College after September 12, 2007 shall be ineligible for the retirement benefit set forth in Section 14.2.B, but shall be eligible for the health insurance benefit provided under Board of Trustees Policy Number 2023 in addition to the following provisions:

1. 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, are eligible for the benefits provided herein.
2. Limitation. Effective September 1, 2014 and during each fiscal year the College shall make the provisions of this section available to no more than two (2) employees on the basis of length of service at the College.
3. Effective September 12, 2007, as a supplement to the retiree health insurance benefit referenced in Section 14.2.A of this Agreement, a sum of money equal to \$300 for each unused, accumulated day of sick leave, but not to exceed \$36,000, shall be credited to the account of the retiree to pay the retiree's share of health insurance premiums for themselves, spouse and dependents, 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 spouse or 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 may apply donated sick leave days toward the \$36,000 maximum sum above, provided the employee satisfies the criteria for, and is granted donated sick leave, subject to the conditions of Section 11.12.
4. Notice. Employees who wish to retire under this provision under 14.2.A.3 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. 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.
5. 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.

6. Disability. An employee who meets the eligibility requirements of 14.2.A.1 and who fails to give notice of retirement by the first business day of September and who is subsequently forced to retire during the fiscal year because of disability shall be allowed to submit notice after the first business day of September. If the limitation specified in 14.2.A.2 has not been reached for that fiscal year, the employee shall receive the benefits specified in this section on the employees' date of retirement. If the limitation specified in 14.2.A.2 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 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.

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

B. Employees who were hired at the College on or prior to September 12, 2007.

Individuals planning to retire shall notify their immediate supervisor in writing indicating the effective date of their retirement. Such retirement notice should allow sufficient time in order to provide the continuation of College services. Retirees shall be entitled to health insurance and vacation accruals as set forth in paragraph 14.1B above. Additionally, upon retirement on or after age 55, the retirees and dependents, if covered, shall have hospitalization and medical insurance premiums paid by the College on the same basis as for bargaining unit employees at the rate of one month for each two days, or major part thereof, of accrued sick leave. Coverage shall commence the month following retirement; shall be continuous until entitlement is exhausted or shall terminate at such time as the retiree has such coverage available under other employment. Notwithstanding the foregoing, effective as of September 12, 2007, coverage will not terminate as long as the percentage of the premium cost which the retiree must pay to the new employer is greater than 20%.

C. Electronic Access. With exclusion of access to administrative data base, a retiree shall have the same computer software privileges and access including electronic mail, network software for word processing, spread sheets and graphics available to bargaining unit employees with the same title the retiree had while employed. The retiree, if applicable, shall pay fees and costs. Computer privileges and access will continue for a period of three (3) years from the date of retirement and may be extended at the option of the College.

- 14.3. Employees who were hired at the College on or prior to September 12, 2007 whose retiree health insurance benefits are subsequently exhausted will receive health insurance benefits under conditions then specified by the College Board of Trustee Policy 2023.

ARTICLE XV DISMISSAL AND DISCIPLINE

The College retains the right to discipline and dismiss employees for just cause. No disciplinary action shall be predicated in any act or omission of the employee which occurred more than eighteen (18) months prior to the date of the disciplinary action.

Counseling memos, which may be issued by a supervisor and without union representation, are not discipline.

Discipline may be issued in the form of a warning or a reprimand depending on the severity of the violation. All discipline shall be issued in writing, in the presence of bargaining unit representation, and shall contain a reasonably detailed description of the charges being brought against the employee. When a bargaining unit member is issuing discipline to another bargaining unit member, the discipline shall be made in coordination with the appropriate excluded administrative staff member.

The employee may, within ten (10) working days of the issuance of the discipline, call for a meeting for the purpose of clarification.

The employee may provide a response to the discipline to his/her supervisor and to Human Resources for inclusion within their human resources file.

The supervisor, employee, excluded administrator, and bargaining unit representation may discuss the employee's response to the discipline to explore additional remedies.

Upon notification, the employee may comply or proceed under the representation of the Association to a formal grievance regarding the accuracy of the discipline per Article XX of this agreement.

The College may place an employee on administrative leave, with or without pay, or terminate employment.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- 16.1 Reimbursement for Permissible Expenditures. Employees traveling on Employer's business will be reimbursed for reasonable expenditures incurred on behalf of the Employer, according to guidelines adopted by the Board. Such reimbursement will include expenses for transportation, accommodations, and services which meet reasonable standards. Reimbursement will be in strict accordance with administrative procedures approved by the President.

16.2 Tuition Waiver.

- A. The Employer will follow State University procedures for tuition waivers for employees taking courses at state-operated colleges of the State University of New York.
- B. 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.
- C. Dependents (as included on the employee's Federal Income Tax return) of employees shall be entitled to a tuition waiver for any state-aidable courses taken at Mohawk Valley Community 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. An additional three (3) credit or equivalent hours may be taken during the summer sessions on a space available basis.
- D. The employee or dependent shall be responsible for all costs in excess of the tuition.

16.3 Validation of Attendance. On a bi-weekly basis bargaining unit employees will complete and submit to their immediate supervisor the attendance verification form prescribed by the Employer. The submission of this record, approved by the employee's immediate supervisor, will provide the Employer with the authority to issue regular salary checks.

16.4 Employees will be paid bi-weekly on dates determined by the Employer. Following procedures developed by the Employer, the Employer shall provide in writing and upon request a clear and complete explanation of payment categories, hours, and deductions. This provision is subject to limitations of the administrative software system.

ARTICLE XVII
VACANCIES

Professional Vacancies. The Employer 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 concurrent with publication elsewhere and shall include the duties, desirable qualifications, and the minimum salary for the position.

ARTICLE XVIII
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 herein above stated.

ARTICLE XIX
SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the laws; 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 XX
GRIEVANCE PROCEDURE

20.1 Definitions.

A “Grievance” is a claim by any party hereto, a bargaining unit employee or a group of bargaining unit employees alleging a violation, misinterpretation or misapplication or discriminatory application of this agreement.

“Association” shall mean Mohawk Valley Community College Administrators Association.

“Aggrieved Party” shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

“Party In Interest” shall mean the Association and/or party named in a grievance who is not the aggrieved party.

“Hearing Officer” shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure hereunder.

“Immediate Supervisor” shall mean the next higher level of authority above the aggrieved in the department wherein the alleged grievance occurred.

“Time limits” shall mean the number of days for processing grievances.

“Days” shall mean work days on which the College is scheduled to be in operation.

“Decisions” shall mean the ruling, determination, report, or disposition made at any step of the procedure.

20.2 General Provisions.

- A. Except as provided for at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, the specific provision(s) and/or section(s) of the Agreement that are alleged to have been violated, the date on which the event or occurrence first occurred or when the aggrieved first became aware thereof.
- B. Except decisions made in association with Part I of the informal stage, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and to the parties hereto. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and/or the Association within the specific time limits shall permit the lodging of any appeal at the next stage of the procedure within five (5) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.
- C. The time limits specified herein may be extended by mutual agreement.
- D. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance shall be deemed to be abandoned by the grievant.
- E. Except at the informal stage (Stage 1) of the grievance procedure the aggrieved and/or representative of the aggrieved and the College shall have the right at all stages of the grievance procedure to provide testimony on their behalf and to cross-examine all witnesses and to call witnesses on their own behalf.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file separate from the personnel file(s) of the aggrieved parties and parties in interest.
- G. A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

20.3 Representation.

- A. Representation at any step of the grievance shall be limited to the Association and any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.
- B. The Association shall provide the College with the name of the individual who is to be provided with a copy of all grievance decisions.
- C. The College shall give the grievant or his/her representative and the Association at least five (5) days advance notice as to the dates and locations for all grievance hearings and/or meetings associated therewith.
- D. In any and all cases where the aggrieved party is not represented at any stage of the grievance by the Association, the hearing officer making the decision will cause to be served upon the Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him/her together with a copy in writing of his/her decision and all previous decisions in the proceeding.

20.4 Stages of the Grievance Procedure.

A. STAGE ONE - INFORMAL

- 1. Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and having a grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its view of the grievance.
- 2. A grievance must be presented to the bargaining unit employee's immediate supervisor within twenty (20) days after the effective date of the alleged grievance occurred or when it became known.
- 3. A bargaining unit employee having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally.
- 4. If the grievance is not resolved informally within five (5) working days of its submission to the supervisor it shall, within seven (7) working days of submission to the supervisor be reduced to writing and presented to the Executive Director of Human Resources, or other administrator designated by the College. The Executive Director of Human Resources shall render a decision thereon in writing within fifteen (15) working days.

B. STAGE TWO - PRESIDENT OF THE COLLEGE

If the aggrieved party is not satisfied with the written decision rendered at the conclusion of Stage One and wishes to proceed further under this grievance procedure, he/she shall within five (5) days of the receipt of the decision at Stage One file a written appeal of the decision with the President of the College. Copies of the decision rendered at Stage One shall be submitted with such appeal. The President may forward the appeal to a Joint Committee, two members of which shall be selected by the College and two members of which shall be selected by the Association. The committee shall hear the grievance and make a written recommendation with justification for a settlement to the President within ten (10) days of the date of the hearing. The President shall render a written decision with justification within ten (10) days of receipt of the recommendation of the Committee.

C. STAGE THREE - ARBITRATION

An appeal to arbitration from an unsatisfactory decision at Stage Two may be made by the Association by submission in writing to the American Arbitration Association with copy to the President within ten (10) calendar days of receipt of the Stage Two 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 designee may initiate a contract grievance at this Stage Three and proceed directly to arbitration.

The arbitrator shall have no power to add 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. Cost of such record shall be paid by the requesting party. All fees and expenses of the arbitrator shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

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.

The parties may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE XXI
TEACHING LOAD

21.1 Wherever used in this Article the term:

- A. Teaching Administrator shall mean those bargaining unit employees who normally teach as a part of their professional obligation.
- B. Non-teaching Administrator shall mean those bargaining unit employees who normally do not teach as part of their professional obligation.

21.2 The teaching load for teaching administrators shall be as set forth on Addendum B, annexed hereto and incorporated herein. All calculations of load are based on 30 credit/36 contact hour base load per academic year. Overload shall not exceed (6) credit or nine (9) contact hours per semester or total for the summer sessions except as authorized by the Vice President for Learning and Academic Affairs or designee. The assignment of overload courses will continue with the understanding that ten-month Assistant Deans may be eligible to teach up to five (5) contact hours of overload each semester of the academic year and up to five (5) overloads totaling no more than twenty (20) contact hours during the summer. Non-teaching administrator overload shall not be made during the regular work day unless mutually satisfactory arrangements are made to permit the individual to meet the individual's regular obligations.

ARTICLE XXII
MANAGEMENT RIGHTS

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.

ARTICLE XXIII
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 XXII of this agreement.

ARTICLE XXIV
TERM

This Agreement shall be effective as of September 1, 2014 and remain in effect through August 31, 2016.

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 David Mathis
Chair, Board of Trustees

Date 12/12/14

By Randall VanHogener
President

Date 12/11/14

ASSOCIATION OF MOHAWK VALLEY ADMINISTRATORS

By Frank E. Palko
President and Chair, Negotiating Team

Date 12/11/14

COUNTY OF ONEIDA

By Anthony J. Smith
County Executive

Date 1/29/15

APPROVED AS TO FORM ONLY

By Waymond J. Bruno
Oneida County Attorney's Office

Date 01/08/14

ADDENDUM A

ONGOING JOINT COMMITTEE

1. The President of the College and the President of the Association of Mohawk Valley Administrators (AMVA) shall each appoint two (2) members to be part of an Ongoing Joint Committee (OJC) to review and make recommendations on new administrative positions and changes to existing AMVA positions.
2. New Administrative Positions
The appropriate College official shall notify the President of AMVA that a new position is being created, and provide the job description, rationale, and salary for the new position. The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the new position, the parties' duly authorized representatives will convene to seek a resolution.
3. Changes in Job Descriptions that Entail Title and/or Salary Changes
The appropriate College official shall notify the President of AMVA that changes are being proposed to an AMVA bargaining unit employee's job description or title, and provide the rationale for the changes, and any salary adjustment occurring (see AMVA Contract 6.3). The OJC shall meet within ten (10) business days of the notification. In the event the OJC cannot reach agreement on the changes to the position or title, the parties' duly authorized representatives will convene to seek a resolution.
4. Changes in Job Descriptions – No Changes in Title or Salary
The appropriate College official shall notify the President of AMVA that changes to an AMVA bargaining unit employee's job description are occurring and provide the rationale for the changes (see AMVA Contract 6.3). If either party determines that a meeting of the OJC is necessary, the OJC shall meet within ten (10) business days of the notification.
5. This agreement and process does not supersede the right of either party to seek redress by contractual or extra-contractual means.

ADDENDUM B

TEACHING LOAD

<u>Bargaining Unit Positions</u>	<u>Credit/Contact Hours Per Year</u>
Assistant Dean of the Center for Arts and Humanities	6/8
Assistant Dean of the Center for Language and Learning Design	6/8
Assistant Dean of the Center for Life and Health Sciences	6/8
Assistant Dean of the Center for Science, Technology, Engineering and Math	6/8
Assistant Dean of the Center for Social Sciences, Business and Information Sciences	6/8
Associate Dean of Nursing and Allied Health	9/12
Director of Airframe and Powerplant Technician Program	12/14
Director of Cybersecurity Training	18/20
Director of Education Programs	18/20
Director of Engineering Technologies Program	9/12
Director of International Education	1/1
Director of Law Enforcement Programs	18/20

ADDENDUM C

BARGAINING UNIT POSITIONS

Level H:

- Associate Dean for Student and Residence Life
- Associate Dean for Student Development and Transition Services
- Associate Dean for Student Enrollment and Advisement
- Associate Dean of Athletics and Physical Education
- Associate Dean of Nursing and Allied Health
- Director of Facilities and Operations

Level I:

- Assistant Dean of the Center for Arts and Humanities
- Assistant Dean of the Center for Language and Learning Design
- Assistant Dean of the Center for Life and Health Sciences
- Assistant Dean of the Center for Science, Technology, Engineering and Math
- Assistant Dean of the Center for Social Sciences, Business and Information Sciences
- Director of Admissions
- Director of Airframe and Powerplant Technician Program
- Director of College Libraries
- Director of Educational Technologies
- Director of Financial Aid
- Director of Institutional Research and Analysis
- Director of International Education
- Director of Students Records/Registrar

Level J:

- Director for Community and Workforce Development
- Director of Civic Responsibilities and Chief Conduct Officer
- Director of Cybersecurity Training
- Director of Education Programs
- Director of Engineering Technologies Program
- Director of Law Enforcement Programs
- Director of Student Engagement and Outreach
- Director of TRIO, Upward Bound and Gear Up
- Director, Learning Center

Level K:

- Assistant Controller
- Director of Adult Learner Services
- Director of Campus Services
- Director of Child Care Services
- Director of Dual Credit
- Events Administrator
- Senior Systems Analyst

Level L:

- Adjunct and Service Learning Liaison
- Assistant Director of Marketing and Communications
- Corporate Training Director
- Director of Donor and Resource Development

ADDENDUM D

TRAVEL DISTANCE METHOD

1. The third-party method for determining travel distance referred to in Section 6.4B will be MapQuest.
2. The distance used will be the “shortest route.”
3. During the term of the agreement the parties may change the method by mutual agreement.