

AGREEMENT

by and between

THE COUNTY OF ONEIDA

and

THE BOARD OF TRUSTEES OF
MOHAWK VALLEY COMMUNITY COLLEGE

and

MOHAWK VALLEY COMMUNITY COLLEGE
ADJUNCT AND PART-TIME ASSOCIATION

TERM of this AGREEMENT:

1 September 2025

to

31 August 2028

ARTICLE 1 – RECOGNITION CLAUSE

This Collective Bargaining Agreement ("Agreement") is made by and between Mohawk Valley Community College (the "College"), Oneida County (the "County") and the Mohawk Valley Community College Adjunct & Part-Time Association, NYSUT, AFT, AFL-CIO (the "Association"). The College, the County and the Association may be hereinafter referred to as the "Parties".

The College and the County recognize the Association as the exclusive representative of the following part-time employees and persons of comparable title for the purposes of collective bargaining and the settlement of grievances as provided by the Public Employees' Fair Employment Act, New York Civil Service Law, Article 14 (the "Taylor Law"):

Adjunct, Administrative Support Specialists, Advisors, Assistant Coaches, Assistants, Coordinators, Career and Employer Relations Specialist, College Health Center Support, Communications Specialist, Ex-Offender Program Counselor, Fitness Center Coach, Fitness Center Staff, Fitness Center Supervisor, Hospitality Trainer, Lab Assistant, Librarians, Licensed Mental Health Counselor, Lifeguard, Part Time Professionals, Tutors, Program Specialists, Student Support Specialist, Technical Assistants, Technical Assistant- Events, Technical Assistant - Video, Technical Assistant - Tool Crib, Tutor and University Partners, Transfer Center Assistant and any part-time professionals that are not excluded from this agreement.

The following employees are excluded from this agreement: Classified Civil Service positions, CCED instructors, all Events positions other than Technical Assistant-Events, Administrative Assistant in Human Resources, and all Student Employees (Work Study and Student Assistant).

Except for "Student Employee," the term "Employee" as used in this Agreement shall mean an employee who is represented by the Association.

ARTICLE 2 – ASSOCIATION AND EMPLOYEE RIGHTS

- 2.1 Association Membership. 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.
- 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 normal college operations. The Association will make advance arrangements with the College pursuant to College policy and procedures.
- 2.3 Dues Deductions.
- 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 wages of each such member and remit said deductions promptly to the Association unless and until the Association's right to dues deduction is terminated pursuant to Civil Service Law.
- B. The Association shall hold the College harmless against any and all claims, suits or other liabilities that shall or may arise by reason of action taken by the College to comply with this Section.
- 2.4 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 Agreement. 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.
- 2.5 Equal Employment Opportunities. 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, disability, sexual orientation, national origin, military status, 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. Nothing in this provision shall limit an employee's rights to pursue a remedy to a violation of this Article, which may include actions outside of the contractual Grievance Procedure.

- 2.6 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. Unit member recommendations in the area of curriculum may be sought through the appropriate Schools and following procedures adopted by a college-wide committee of faculty.
- 2.7 No Strike. The Association agrees and affirms that neither it nor its members have, and will not assert, the right to strike against the College, to assist or participate in a strike, withhold services, or to impose an obligation to conduct, assist or participate in such strike, and that the Association and its members shall comply with their responsibilities under the Taylor Law.
- 2.8 Contract Distribution. Copies of this Agreement shall be printed by the Association and made available upon request to all members of the bargaining unit.
- 2.9 Jury Duty. Jury duty shall be governed by the College's policy as set forth in the MVCC Employee Handbook. This policy is stated as follows: "Individuals scheduled for jury duty, or as a result of a subpoena, shall be released from their employment responsibilities for such duty or appearance without loss of pay. Any payment or fees, exclusive of mileage allowance, shall be paid to the College. The absence should be indicated in the appropriate time record, and a copy of the summons for jury duty or subpoena should be forwarded to the Human Resource Department." The College shall allow the Association one (1) week to comment prior to implementing any proposed changes.
- 2.10 Parking. Parking shall be free of charge for bargaining unit members on the Utica and Rome campuses in accordance with College policies and procedures for parking.
- 2.11 Indemnification. The Employer shall indemnify 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.
- 2.12 Employees in Nursing and Allied Health and Student Health Center who are required to obtain malpractice insurance shall be reimbursed up to one hundred dollars (\$100.00) toward the annual premium cost upon the College's receipt of proof of such current insurance.
- 2.13 Employment Policies. Upon request by the Association, the College shall provide the unit designation for any new part-time professional position.

ARTICLE 3 – 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 4 – ADJUNCTS

- 4.1 Adjuncts. Adjunct teaching positions are those held by part-time employees of the College who teach fewer than twelve (12) credit hours or fewer than fifteen (15) contact hours a semester.
- 4.2 Adjunct Faculty Assignment Procedure.
 - A. This section is understood to be in alignment with the priority rights outlined in Section 5.6.D of the Agreement between the College and the Professional Association. However, assignments to bargaining unit members shall take precedence over those offered to prospective adjuncts, defined as individuals who have not been employed at MVCC for the previous one (1) year or twelve (12) months.
 - B. Adjuncts and unit members who have been employed within the previous one (1) year or twelve (12) months shall inform the College of their teaching availability and request assignments through a process established by the College. If the process is not followed, the College is relieved of the precedence obligation stated in section 4.2.A.
 - C. Assignments will be determined based on the qualification of members, which include, but are not limited to relevant education, professional or industrial experience, teaching experience, previously taught courses, satisfactory performance, completion of mandatory training, and timely submission of mandatory college records, including census and grade reports.
 - D. If a unit member declines an assignment from their requested course group, the College's obligation for precedence as described in section 4.2.A is fulfilled. Conversely, if a unit member accepts an assignment that is later withdrawn by the College due to low enrollment or to comply with contractual obligations of the Professional Association, the precedence outlined in section A will be reinstated.

- E. Nothing herein shall prohibit the College from offering an adjunct a course that is not listed on the member's request form in section 4.2.B above. Declining such an offer does not affect the precedence established in section 4.2.A.
- F. The timeframe for precedence as stated in section 4.2.A will conclude five working days before the commencement of classes.

4.3 Wherever used in this Agreement the term:

- A. A class period shall mean a period of time designated by the College in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these.
- B. A practicum period shall mean a period of time designated by the College devoted to the direction and guidance of student application or development of principles, concepts, and skills in a particular physical environment such as laboratory, clinical laboratory, studio, drafting work, and field trips.
- C.
 - 1. The length of a contact hour is 750 minutes of instruction.
 - 2. In the event a class or practicum period is greater than 100 minutes in length, a break or breaks equal to ten (10) minutes for each 60 minutes of the session will be scheduled by the adjunct faculty member. Breaks shall not be aggregated and used for early dismissal.
- D. Independent Study shall mean instruction in a credit bearing course not offered by the College which has received academic school approval. Adjunct participation in Independent Study is voluntary.
- E. Web-based course shall mean a course approved by the College for online instruction.
- F. Hybrid course shall mean a course approved by the College for instruction of which a portion is delivered online.
- G. Nothing in this section shall limit the College's right to establish other methods of delivery.
- H. Course shall mean a program of instruction recorded with the College and designated by a single catalog number. Section, when used in terms of instruction, shall mean a certain class, lab, or practicum as designated by a course reference number (CRN).
- I. Adjunct faculty shall state in their syllabi and be available to their students for at least one (1) office hour per week for each lecture section (excluding labs/practicums/clinical courses) distributed over the days of the week when classes are in session to provide instructional or other assistance. Adjunct faculty teaching web-based courses shall schedule one (1) virtual office hour per week per web-based section. Office hour shall mean a 50-minute period. Adjunct

faculty shall make a reasonable effort to accommodate a student unable to meet during the designated office hour.

- J. Adjunct faculty may alter office hours by announcing changes in advance to students with notice to the appropriate college official.
 - K. Customized Study shall mean instruction in a course offered at the College's discretion that is required for a student to complete his or her degree or program of study. Adjunct participation in Customized Study is voluntary.
 - L. Credit by Exam shall mean creating and administering of an examination whereby a student earns college credit. Adjunct participation in Credit by Exam is voluntary.
 - M. Credit by Experiential Learning shall mean the review and assessment of a student's accomplishments outside of the classroom for the purpose of awarding college credit. Adjunct participation in Credit by Experiential Learning is voluntary.
 - N. Honors Research Project shall mean a project taken on by a student in the MVCC Honors Program.
- 4.4 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 35 students.
 - B. The Administration will make every effort to form a new section when any given class size exceeds 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.

ARTICLE 5 – PART-TIME PROFESSIONALS

- 5.1 Part-time Professional. Part-time professional positions are those held by members of the bargaining unit who work fewer than 35 hours per week in positions other than adjunct teaching positions.
- 5.2 Part-Time Professional Assignment Procedure.
 - A. Assignment of work hours to bargaining unit members shall take precedence over assignment to prospective part-time professionals. Prospective part-time professionals are those who have not been employed at MVCC for the previous one (1) year or twelve (12) months.

- B. Assignment to available part-time professional positions shall be made on the basis of a bargaining unit member's qualifications. Qualifications shall include but not be limited to relevant education, relevant professional experience in a community college setting, and relevant professional/industry experience.
- 5.3 Part-Time Professional Assignment Notice. The professional obligation of a part-time professional staff employee shall begin on the first day of assignment and continue to the last day of the assignment. The College shall notify part-time professional employees of their hourly rate of pay, scheduled work times, title, expected duration of assignment, and supervisor. In the event an employee is asked to work beyond their normally scheduled work hours or workdays the employee may decline. Declining such hours/days shall not impact future assignments or be subject to evaluation or discipline.
- 5.4 Episodic Remote Work. On an episodic, temporary, or as needed basis a part-time professional employee may request to work remotely. The immediate supervisor may approve or deny the employee's request. The decision to approve or deny the request may be based on the nature of the part-time employee's duties and does not set a precedent for future requests. If approved, the College is not obligated to provide equipment, software, or reimburse the part-time professional for other expenses needed to perform such work.

ARTICLE 6 – EVALUATION AND DISCIPLINE

6.1 Evaluation.

- A. Adjunct Faculty. The College shall strive to evaluate adjunct faculty early in their employment. Adjunct faculty shall be evaluated at least once within the first 12 credit hours of teaching or three (3) semesters, whichever is longer, and at least once every three (3) years thereafter. Such evaluation shall be based on teaching performance.
- B. Part-Time Professional Staff. The College shall strive to evaluate part-time professionals early in their employment. Part-time professionals shall be evaluated at least once within the first two (2) years of date of hire, and at least once every three (3) years thereafter. Such evaluation shall be based on professional performance.
- C. The evaluator shall provide the employee with a copy of the evaluation. Upon provision/receipt of the evaluation, the evaluator/employee shall have the right to meet to discuss it. The employee has the right to bring any material the employee feels is pertinent to the proper consideration of the nature and scope of the 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 official Human Resources file.
- D. Areas that are not suitable for evaluative comment include but are not limited to:
 - 1. All or part of an unauthorized audiotape or videotape made by a student.
 - 2. Results of student surveys. The parties affirm that data collected through student surveys are not suitable for evaluative comment. Such data may be used for other management purposes.
 - 3. Declining an offered course or section, including online courses.
 - 4. Non-participation in College activities.
 - 5. Re-scheduling of office hours.

- 6.2 Human Resources File. The College shall maintain one 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 material 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.
- 6.3 Investigations. When the College has determined it is necessary to remove an employee from their regular assignment pending an investigation into alleged misconduct, that action shall not be considered disciplinary and shall be an administrative leave with pay.
- 6.4 Discipline. Any disciplinary action taken shall be at an appropriate level and shall generally be progressive, taking into account the seriousness and circumstances of the offense. An employee has the right of association representation at every step of the disciplinary process. Should the employee choose to have an Association representative present, the interview shall be scheduled within a reasonable time when such representation is available.
- A. Following an investigation by the College regarding a concern or concerns involving an employee for which discipline has been deemed warranted, a notice of discipline shall be made in writing and served upon the employee with a copy to the Association representative. Such notice to the employee shall be delivered in person or by US mail to the employee's address of record. The specific acts for which the discipline is being imposed and the penalty shall be specified in the notice.
 - B. If an employee wishes to respond, they must submit a written response within ten (10) business days of the notice of discipline. Such response will be included in the employee's personnel file. Although this response will be considered by the College, the inclusion of an employee response in the personnel file does not alter the imposed discipline or serve as a request for reconsideration.
 - C. If the employee disagrees with the disciplinary action, the employee and/or the Association may submit a grievance at Step 1 of the grievance procedure as specified in Article 7. In the case of termination, the Association may escalate to Step 3 of the grievance procedure. Failure to submit a grievance within ten (10) business days of receipt of the notice of discipline will constitute acceptance of the imposed penalty.

by the employee and the Association and the matter will be settled in its entirety. This time limit may be extended by mutual agreement of the College and the Association.

- D. 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.
- E. Bargaining unit members shall not bring private attorneys to investigations, hearings, grievances, or arbitrations without prior approval of the College and the Association.

ARTICLE 7 – GRIEVANCES

The Parties mutually agree that all grievances will 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.

7.1 Definition of Grievance

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 College.

7.2 Grievance Procedure

The grievance procedure shall be as follows:

A. Step 1 – Informal:

1. Prior to the filing of any written grievance, the grievant (the Association or the grieving employee) will attempt to resolve the grievance informally with the immediate administrative supervisor.
2. If a grievance has unit-wide implication, the "immediate administrative supervisor" shall be the College's Executive Director of Human Resources.

B. Step 2 – Human Resources:

1. If there is no satisfactory resolution at Step 1, the Association and only the Association, may file a written grievance at Step 2 with the Executive Director of Human Resources or the Executive Director's designee and will be no later than twenty (20) business 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.
2. The Step 2 Grievance shall contain the circumstances of the alleged violation, misinterpretation or misapplication or discriminatory application of the Agreement, the date of the alleged violation, and the remedy sought.
3. The Executive Director of Human Resources or the Executive Director's designee may request the grievant to meet in an effort to resolve the grievance. The Executive Director of Human Resources or the Executive Director's designee shall reply to the grievant, in writing, within ten (10) business days following the Executive Director's receipt of the grievance.

C. Step 3 – Arbitration:

In the event that the grievance is not resolved at Step 2, the Association, and only the Association, may submit the issue to arbitration. The Association must file a demand for arbitration no later than ten (10) business days from the unsatisfactory resolution of Step 2.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings related to the arbitration of the Grievance.

It is understood that the President of the College or the President of the Association may request a meeting to settle the issue of the grievance at any point in this process subsequent to the filing of a written grievance.

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/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 included 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 College or the Association at the cost of the requestor or requestors. All fees and expenses of the arbitrator shall be equally divided between the College and the Association; except that each 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 College and the Association may mutually agree, in writing, to extend the time limits herein specified.

ARTICLE 8 – COMPENSATION AND ECONOMIC CONSIDERATION

8.1 Basic Wage Adjustment.

A. Adjunct Faculty:

Rates paid adjunct faculty shall be increased as of the first day of instruction of the following academic years:

Effective	Contact Hour
2025-2026	\$60.72
2026-2027	\$62.54
2027-2028	\$64.42

Adjuncts in the Airframe and Powerplant program shall be compensated at the rate above for each clock hour.

B. Part-time Professional:

Part-time Professional hourly wages shall be increased as indicated:

Effective	Increase
September 1, 2025	August 31, 2025 hourly rate plus 3.0%
September 1, 2026	August 31, 2026 hourly rate plus 3.0%
September 1, 2027	August 31, 2027 hourly rate plus 3.0%

C. Adjunct faculty who retired from full-time employment at the College prior to or during this Agreement shall be paid at the rate of \$70.85 per contact hour until August 31, 2025. As of September 1, 2025 rates shall increase as indicated:

Effective	Increase
2025-2026	\$72.98 per contact hour
2026-2027	\$75.17 per contact hour
2027-2028	\$77.43 per contact hour

D. Airframe and Powerplant Technical Assistants shall be compensated as follows, beginning September 1, 2025:

Effective	Hourly Rate
2025-2026	\$30.00
2026-2027	\$30.90
2027-2028	\$31.83

E. Part-Time Tutors:

1. Part-time Tutor wages shall be increased as indicated:.

Effective	Increase
September 1, 2025	August 31, 2025 hourly rate plus 3.0%
September 1, 2026	August 31, 2026 hourly rate plus 3.0%
September 1, 2027	August 31, 2027 hourly rate plus 3.0%

2. Minimum wages for Part-Time Tutors are as indicated:

Associates	Bachelor's	Master's
\$17.42	\$20.31	\$23.33

3. If there is a gap in a tutor's employment of no more than six (6) months, the tutor shall be considered a continuing employee and shall on return to employment receive any negotiated increases to their previous rate. If there is a gap in a tutor's employment greater than six (6) months the tutor shall, at the sole option of the College, be considered a new employee and will start at the appropriate rate for the tutor's degree.
4. The parties agree that if a tutor earns a new degree, the tutor is responsible for submitting a transcript confirming that new degree. Any failure or delay in submitting such a transcript shall not obligate the College to provide retroactive payment for work performed prior to submission.

F. Part-Time Assistant Coaches:

The College will assign each sport a number of coaching hours based on the length of that sport's season, the number of home and away games played in that sport and the number of practices to be held during the season. The Part-Time Assistant Coach will be compensated by multiplying the number of coaching hours times the following rate:

Effective	Rate
2025-2026	\$25.98
2026-2027	\$26.76
2027-2028	\$27.56

G. Nothing herein shall prevent the granting of selective increases by the College. Any selective increase given is separate and apart from any annual increase or retroactive increase.

H. The following shall not disqualify a bargaining unit member from receiving increases under this article:

1. Changes in title
2. Changes from adjunct to part-time professional
3. Changes from part-time professional to adjunct

8.2 Compensation shall be paid in accordance with the normal payroll schedule.

8.3 Bargaining Unit members who are contacted off-campus to report to work outside of their normal schedule shall be compensated for a minimum of two (2) hours at the Section 8.6 rate.

8.4 Bargaining unit members who are former full-time employees of the College shall continue to enjoy all rights, benefits, and privileges, etc. provided to them by collective bargaining agreement, Board of Trustees Policies, or emeritus status, as appropriate, unless such rights, benefits, privileges, etc. are altered by mutual agreement. Part-time professionals who retired from full-time employment at the College prior to or during this Agreement shall be

paid the same rate of pay they received before they retired unless this Agreement provides for a higher rate of pay or unless the employee returns to a position that is substantially different from the position the retiree last held at the College. Nothing in this Agreement shall be interpreted so as to diminish or remove any right, benefit, or privilege, etc. provided to a former full-time employee of the College by collective bargaining agreement, Board of Trustees Policies, or emeritus status, as appropriate.

- 8.5 Other than college wide mandatory compliance training and subject to the availability of employees outside of normal work times, bargaining unit members shall be compensated per Section 8.6 for attending all mandatory or expected events. If an employee attends or does not attend a meeting or event that is voluntary, such attendance or non-attendance shall not be used in discipline, evaluation, in the assignment of work, or in the assignment of classes. Part-time professional employees shall complete college wide mandatory compliance training during their normally scheduled work hours. Adjuncts shall complete college wide mandatory compliance training as part of their professional duties.

- 8.6 Compensation for other assignments as provided in this Agreement shall be as follows:

Adjunct faculty	Part-time Professional
One third of the lecture contact hour rate	Normal hourly rate

- 8.7 Direct Deposit. Bargaining unit members must receive their wages via an electronic funds transfer. Each bargaining unit member must sign the necessary forms authorizing their wages to be deposited into a financial institution of the member's choice via an electronic funds transfer. If a member chooses not to have his/her wages deposited into a financial institution, the member may opt to have his/her wages deposited on a pre-paid card. The College will not issue paper paychecks to bargaining unit members.
- 8.8 Removal from a Teaching Assignment. If the College assigns an Adjunct or Part-time Professional to teach a section, portion of a section, or practicum, and that employee is removed from that assignment for any reason other than discipline on or after the first day of classes in the semester or term the assignment is offered, the College will compensate the Adjunct at a rate of \$50.00 per credit hour, contact hour, or prorated hour based on percent or portion of section assigned, to compensate that employee for preparation to teach that section, portion of a section, or practicum. This payment will be in addition to compensation in accordance with Article 8.1.A of this Agreement for any classes taught.
- 8.9 The parties shall form a committee to discuss a possible three-tiered system of pay for adjunct faculty who are not retirees of the College. This committee shall consist of equal numbers of Association and College representatives. The committee shall submit an agreed-upon recommendation to the President of the College by August 31, 2019.

8.10 Specialized Course Compensation

- A. Independent Study. A bargaining unit member who teaches an Independent Study course shall be paid at one-half the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student or students for the Independent Study.
- B. Customized Study. A bargaining unit member who teaches a Customized Study course shall be paid at one-half the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student or students for the Customized Study.
- C. Credit by Examination. A bargaining unit member who provides the opportunity for a student to obtain college Credit by Examination shall be paid two-thirds (67%) of the Credit by Exam/Experiential Learning fee.
- D. Credit for Experiential Learning. A bargaining unit member who provides the opportunity for a student to earn college credit for life experience shall be paid two-thirds (67%) of the Credit by Exam/Experiential Learning fee.
- E. Honors Research Project Mentor. A bargaining unit member who mentors a student taking on an Honors Research Project shall be paid \$140 per student per project per semester.

ARTICLE 9 – WEB-BASED COURSES

9.1 Definitions

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

- D. Asynchronous Delivery. Asynchronous class meetings do not require you to log into the Learning Management System (LMS) at a specified time. Students do not have to follow a strict schedule to engage in live classes or discussions. Assignment deadlines and exams days/times are maintained and included on the class syllabus posted in the LMS.
- E. If the SIA for an online or hybrid course consists of more than 50% of an off-the-shelf, pre-authored, or unloadable 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.

9.2 Basis of Participation. Participation in online courses shall be voluntary for all bargaining unit members.

9.3 Technical Support and Training. 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. Bargaining unit members who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

To have well developed online course offerings, the College will identify courses for development at least one (1) full semester before the first delivery of that course. For example, development must be initiated by the end of a current fall semester to be delivered for the next fall semester.

The first time a member develops a course, they will receive a stipend equivalent to a 3 contact(/credit) hour assignment to participate in a training and development offering where the member will be trained on best practices and teaching methods in the College's online Learning Management System (LMS). By the end of that training, the College will review and approve the course before delivery. After a member is trained in online development, future courses that are developed require the same review and approval before delivery. In future developments, training is optional, and all courses developed through the training course or thereafter will be considered property of the College.

9.4 Class Size. Beginning with the ratification of this Agreement, all web-based courses will have a cap of 25 students. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40. The first offering of any newly developed online course shall not exceed 20 or the natural course capacity for the first semester the course is developed.

9.5 Assignment.

- A. Bargaining unit members may develop and may teach web-based courses

Should the College offer a web-based course developed by a bargaining unit member, the bargaining unit member shall receive consideration based on the criteria in Section 9.3.

ARTICLE 10 – PATIENT PROTECTION AND AFFORDABLE CARE ACT

- 10.1 The formula to determine the number of work hours to be credited to an adjunct faculty member for purposes of implementation of the Patient Protection and Affordable Care Act shall be three (3) work hours for every course credit hour. One (1) credit hour shall be the equal of 45 Affordable Care Act hours. The three work hours shall include all duties performed in and outside the classroom, to include but not be limited to teaching, grading, preparations, office hours, final exams, and meetings.
- 10.2 The number of work hours to be credited to a part-time professional staff member for purposes of implementation of the Patient Protection and Affordable Care Act shall be one hour for every hour worked.
- 10.3 The Measurement Period for implementation of the Patient Protection and Affordable Care Act shall be 12 months.
- 10.4 During the Measurement Period, average workload shall be computed over a rolling 52-week period with the current week as the 52nd week.

ARTICLE 11 – LEAVES

- 11.1 Individual Paid Leave. Part-time Professionals shall receive seven (7) hours of paid leave on September 1 or upon hire as their advance against their annual accrual. Thereafter, they shall accrue paid leave on a prorated basis, up to a maximum of twenty-two (22) hours per year, from September 1 to August 31. Accrued leave will be banked and made available for use as it is earned. Leave accrues at the rate of .85 hours per pay period. Employees must submit requests to use paid leave to their immediate supervisor at least two (2) working days in advance. Approval is subject to supervisor discretion and must follow procedures established by the College. However, in the event of an emergency closure, employees may use available paid leave without prior approval. Such leave may be taken in one-hour increments. Unused leave does not carry over beyond August 31 and will be forfeited if not used within the designated accrual year. Leave balance will be maintained and reported in accordance with established College procedures. Employees who do not wish to use paid leave for emergency closures may request to make up time, where feasible, subject to supervisor approval and departmental needs. Make-up time must be completed within the same pay period.

- 11.2 Bargaining Unit Leave. In addition to the individual paid leave provided herein, the College shall make available 70 hours of leave for use by members of the bargaining unit for union business per year (September 1 to August 31). This leave may be utilized upon the approval of the President of the 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 otherwise provide coverage for their own class and/or duties, subject to approval by their immediate supervisor. Such leave shall be taken in increments of one (1) hour.
- 11.3 Nothing herein shall prohibit an adjunct faculty member and his or her immediate supervisor from mutually agreeing to provide alternative arrangements to make up class periods missed by the adjunct faculty member without loss of pay or use of Individual Paid Leave. Such alternate arrangements shall be made in advance when possible.
- 11.4 Nothing herein shall prohibit a part-time professional and his or her immediate supervisor from mutually agreeing to make up hours not worked due absence of the part-time professional without loss of pay or use of Individual Paid Leave. Such alternate arrangement shall be made in advance when possible.

ARTICLE 12 - ACADEMIC FREEDOM

It is the policy of the Board of Trustees to maintain and encourage academic freedom, within the law, of inquiry, teaching, and research as stated in current Board of Trustees policies. The College shall provide the Association with notice and the opportunity to comment before the Board of Trustees policy on Academic Freedom is changed.

ARTICLE 13 - 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. The Parties agree to support jointly any legislative or administrative action necessary to implement the provisions of this Agreement.

ARTICLE 14 – SAVINGS AND SEPARABILITY

If any provisions of this Agreement or any application of it to any employee is found to be contrary to law, such provision or application shall continue in full force and effect to the extent permitted by law and all other provisions and/or applications shall continue in full force and effect. This Agreement sets forth the full and complete commitments between the Parties. During its term, this Agreement may not be altered, changed, added to, deleted from or otherwise modified except by the voluntary, mutual consent of the parties evidenced by a written, dated, and signed amendment to this Agreement.

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

**MOHAWK VALLEY COMMUNITY
COLLEGE**

By: Mindy M. Haters
Chair, Board of Trustees

Date: 6/16/2025

By: R. M. Hargrove
President

Date: 6.16.25

By: [Signature]
County Executive

Date: 9-16-25

By: Maryangela Scalzo
Oneida County Attorney

Date: 9/15/25

**MOHAWK VALLEY COMMUNITY
COLLEGE ADJUNCT AND PART-
TIME ASSOCIATION**

By: Donald G. King
President

Date: 6/11/2025

By: Donald G. King
Chair, Negotiating Team

Date: 6/11/2025