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EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE APRIL 12, 2023 MEETING

VOLUME #3

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

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Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

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

March 20, 2023

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

FN 20 23 - 125

WAYS & MEANS

RE: Tentative Collective Bargaining Agreement between the County of Oneida, the Board of Trustees of Mohawk Valley Community College, Mohawk Valley Community College and the Association of Mohawk Valley Administrators (AMVA)

Dear County Executive Picente:

Attached, please find correspondence from Dr. Randall J. VanWagoner, President of Mohawk Valley Community College (MVCC) that details the highlights of a tentative collective bargaining agreement, as well as a copy of the tentative agreement, between MVCC and AMVA. If ratified, this agreement will cover the period September 1, 2022 through August 31, 2025. The tentative agreement has been ratified by AMVA and the MVCC Board of Trustees. It now requires ratification by the Oneida County Board of Legislators.

I was the County's representative on the management bargaining team for this agreement. I believe that this contract settlement is fair to employees and taxpayers; and will assist MVCC is recruitment and retention efforts. Furthermore, MVCC was able to achieve some significant operational changes that will all it to address future challenges. As such, I recommend approval of this agreement and ask that you forward the same to the Board of Legislators for action at their April meeting.

Last, I would like to thank both negotiating teams for their efforts in bringing this matter to a conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Attachments



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

Anthony J. Picente, Jr.
County Executive

Date 3-20-23



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

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

March 7, 2023

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

Dear ^{Tony}Hon. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Association of Mohawk Valley Administrators (AMVA) have ratified and we anticipate will be ratified by the MVCC Board of Trustees on March 20, 2023. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees and was accomplished under the guidance of our counsel from the Oneida County Attorney's Office.

BACKGROUND

Negotiations began on July 12, 2022. The parties met 8 times in total. Overall, the negotiation was collaborative in ways that made for a collective bargaining agreement that is both equitable for AMVA members and strategically helpful to the College with regard to retention and future challenges. The tentative agreement was overwhelmingly approved by the AMVA membership.

Significant Economic Agreements

Length of Agreement

Tentative Agreement for three (3) years – September 1, 2022 through August 31, 2025

Compensation

Annual salary increase of 2.5% each year; Cost is \$254,457

Other Economic Agreements

Removes COLA and establishes minimum pay for promotional levels for each grade. Increases promotion level increase by \$500 for those who are above the minimum. This fixes compression issues with the Professional Association (PA). Cost is \$73,000

Provides a one-time cash payment of \$2,000. Cost is \$80,000

Changes overload rate from 35% per diem rate and minimum of annual salary associated with level L to the same overload rate as the PA. Savings is \$70,836

Reduces retrenchment notice or pay in lieu of notice from 6 months down to 4 months by 2024. Eliminates language that gives rights to return to a teaching position in the PA bargaining unit. Savings: \$56,297

There are additional economic agreements that are lesser in cost or saving than those highlighted above. The package, when calculated in totality over the three years, is a 2.64% annual increase. (Net three-year cost of \$254,640 and \$10,483,025 total payroll.)

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

Sincerely,



Randall J. VanWagoner, Ph.D.

President

Enclosures

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

AMVA COUNTERPROPOSAL – 2/9/2023

6.6 Web-Based Courses

We propose to eliminate 6.6 Web-Based courses.

7.2 Retrenchment.

A. When the number of bargaining unit employees is to be reduced the President of the College or designee 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.

<u>Contract Year</u>	<u>Length of Notice</u>
<u>2022-2023</u>	<u>Six (6) months</u>
<u>2023-2024</u>	<u>Five (5) months</u>
<u>2024-2025</u>	<u>Four (4) months</u>

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 or higher rate of compensation as the position from which the employee was retrenched shall forfeit all rights under Sections 7 and 10 of this Agreement. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outline in Addendum A.

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 of the College and approved by the Board; 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.

C. 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. Members of the Ongoing Joint Committee (OJC) will review and make recommendations as outlined in Addendum A. Refusal of such an offered position, regardless of pay rate, 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, 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 appropriate College Administrator. Upon return to such teaching position, he/she will be assigned to a Department 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 and benefits 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. The forfeiture of any rights and benefits peculiar to administrative professionals will be effective on the date of the change in status.~~

ARTICLE X
SALARY/ECONOMIC ISSUES/INSURANCE

- 10.1 A. ~~2018-19~~2022-2023 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 ~~2.92.5%~~ increase to their August 31, 2022 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- B. ~~2019-2020~~2023-2024 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 ~~2.72.5%~~ increase to their ~~2018-19~~August 31, 2023 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- C. ~~2020-21~~2024-2025 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 ~~2.72.5%~~ increase to their ~~2019-20~~August 31, 2024 base salary in accordance with Article 10.4 of the Collective Bargaining Agreement.
- D. Each bargaining unit member who is an active employee at the time of ratification of this Agreement, by all parties, will be paid a \$2,000 one-time payment within sixty (60) days of full ratification.

10.2 A. Minimum annual salary levels:

Level	Minimum
H	\$70,023
I	63,852
J	59,721
K	55,616
L	49,445

		<u>2022-2023</u>		<u>2023-2024</u>		<u>2024-2025</u>
<u>Grade L</u>						
	Level 1	\$63,623.55		\$65,214.14		\$65,214.14
	Level 2	\$68,395.32		\$70,105.20		\$70,105.20
	Level 3	\$73,524.96		\$75,363.09		\$75,363.09
	Level 4	\$79,039.34		\$81,015.32		\$81,015.32
	Level 5	\$84,967.29		\$87,091.47		\$87,091.47

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<u>Grade K</u>	-	-	-	-	-	-
-	Level 1	\$66,804.73	-	\$68,474.85	-	\$68,474.85
-	Level 2	\$71,815.08	-	\$73,610.46	-	\$73,610.46
-	Level 3	\$77,201.21	-	\$79,131.24	-	\$79,131.24
-	Level 4	\$82,991.30	-	\$85,066.09	-	\$85,066.09
-	Level 5	\$89,215.65	-	\$91,446.04	-	\$91,446.04
-	-	-	-	-	-	-
<u>Grade J</u>	-	-	-	-	-	-
-	Level 1	\$70,144.96	-	\$71,898.59	-	\$71,898.59
-	Level 2	\$75,405.84	-	\$77,290.98	-	\$77,290.98
-	Level 3	\$81,061.27	-	\$83,087.81	-	\$83,087.81
-	Level 4	\$87,140.87	-	\$89,319.39	-	\$89,319.39
-	Level 5	\$93,676.43	-	\$96,018.35	-	\$96,018.35
-	-	-	-	-	-	-
<u>Grade I</u>	-	-	-	-	-	-
-	Level 1	\$73,652.21	-	\$75,493.52	-	\$75,493.52
-	Level 2	\$79,176.13	-	\$81,155.53	-	\$81,155.53
-	Level 3	\$85,114.34	-	\$87,242.20	-	\$87,242.20
-	Level 4	\$91,497.91	-	\$93,785.36	-	\$93,785.36
-	Level 5	\$98,360.26	-	\$100,819.26	-	\$100,819.26
-	-	-	-	-	-	-
<u>Grade H</u>	-	-	-	-	-	-
-	Level 1	\$77,334.82	-	\$79,268.19	-	\$79,268.19
-	Level 2	\$83,134.93	-	\$85,213.31	-	\$85,213.31
-	Level 3	\$89,370.05	-	\$91,604.31	-	\$91,604.31
-	Level 4	\$96,072.81	-	\$98,474.63	-	\$98,474.63
-	Level 5	\$103,278.27	-	\$105,860.23	-	\$105,860.23

B. ~~Minimum annual salary levels will be adjusted annually in accordance with the Cost of Living Adjustment (COLA) utilized by the United States Social Security Administration.~~

- 10.3 Nothing herein shall prevent the granting of selective increases by the Board upon recommendation of the President of the College 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 made at 35% of the per diem rate for bargaining unit employees with a twelve (12) month professional obligation and the minimum annual salary associated with Level L~~ \$68.29 effective beginning the Fall semester 2022; \$70.00 effective beginning the Fall semester, 2023; and \$71.75. Compensation for bargaining unit members under this section will be prorated when a bargaining unit member is unable to complete their assignment due to an approved leave of absence of eight (8) consecutive

calendar days during which classes are normally scheduled.

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 dependent). Changing job titles within the bargaining unit does not constitute rehiring.

B. Waiver/buyout effective January 1, 2017:

Bargaining unit employees who waive medical, prescription, dental and vision coverage shall receive \$750 for individual; \$1,500 for two-person and family.

Bargaining unit employees who waive medical and prescription coverage shall receive \$600 for individual; \$1,200 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 the raise to the new minimum level in 10.2A or the following increases to base salary, whichever is higher. prior to any contractual increases:

Level 1 to Level 2	\$2,000 <u>2,500</u>
Level 2 to Level 3	\$2,500 <u>3,000</u>
Level 3 to Level 4	\$3,000 <u>3,500</u>
Level 4 to Level 5	\$4,000 <u>4,500</u>

10.10 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 employees, 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 employees, and their eligible dependents a prescription plan with a three tier co-pay of 5/30/45.

Bargaining unit employees are responsible for the cost difference between the brand name drug and its generic equivalent plus the non-preferred brand co-payment unless there is a medical reason why the generic equivalent cannot be prescribed.

Prescription drugs that become available over the counter shall be excluded from the plan and

not dispensed as prescription drugs unless there is a medical reason why the over the counter equivalent cannot be prescribed.

All specialty drugs not administered by a healthcare facility or provider shall be filled through the plan's designated specialty drug pharmacy.

The College shall extend to bargaining unit employees, 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 Association 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 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	<u>Juneteenth</u>

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 President or designee informs the President of the College or designee 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. The College may designate up to five (5) consecutive workdays in lieu of up to five (5) of the foregoing holidays to be taken between the end of the Fall semester and the beginning of the Spring semester.~~

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 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 ~~\$400~~416.67 for each unused, accumulated day of sick leave, but not to exceed ~~\$48,000~~50,000, 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.
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 President of the College or designee 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.
 1. Retirement Date. The retirement date for an eligible employee shall be December 31 of the fiscal year of notice unless the appropriate Excluded Administrator 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 Executive Director of Human Resources or designee, at its option, may require proof of disability. Proof shall consist of medical documentation satisfactory to the Executive Director of Human Resources or designee of the nature of disability requiring the employee's retirement and/or, at the option of the Executive Director of Human Resources or designee, examination of the employee by a health care practitioner chosen by the Executive Director of Human Resources or designee. 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 President of the College or designee.~~

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. 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.

Dated: 2/9/2023

FOR THE COLLEGE:

By: Crystal Marceau
Crystal Marceau

Dated: 2/9/2023

FOR THE ASSOCIATION:

By: Shane McGovern
Shane McGovern

COLLEGE PROPOSAL - 2/9/2023

ADDENDUM C
BARGAINING UNIT POSITIONS

Level Grade 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 the Department for Athletics, Physical Education and Recreation~~
~~Associate Dean of the Department for Business, Cybersecurity and Computer Sciences~~
~~Associate Dean of the Department for Education and Language Studies~~
~~Associate Dean of the Department for Art~~
~~Associate Dean of the Department for Health Professions~~
~~Associate Dean of the Department for Humanities~~
~~Associate Dean of the Department for Mathematics and Natural Sciences~~
~~Associate Dean of the Department for Physical Sciences, Engineering, and Applied Technologies~~
~~Associate Dean of the Department for Social Sciences and Public Services~~
Dean of Athletics
Dean of School of Health Sciences
Dean of Student Enrollment & Development
Dean of Student Life
Dean of the Rome Campus & Community Outreach
Dean of the School Art
Dean of the School of Business and Hospitality
Dean of the School of Humanities
Dean of the School of Public and Human Services
Dean of the School of STEM - Career
Dean of the School of STEM - Transfer
Director of Facilities and Operations

Level Grade I:

Assistant Dean of the School of STEM & Director of the Learning Commons
Dean of Institutional Research and Organizational Performance
Director of Admissions
Director of the Airframe and Powerplant Technician Program
Director of Athletics
Director of College Libraries
Director of Financial Aid
Director of Small Business Development Center
Director of Student Accessibilities
Director of Students Records/Registrar
~~Director of the Learning Commons~~

Level Grade J:

~~Director of Accessibility Resources and College Community Connection Program~~
Director of Assessment and Academic Systems

Director of College Pipeline Programs
Director for Community and Workforce Development
~~Director of Civic Responsibilities and Chief Conduct Officer~~
Director of Events and Guest Services
Director of Holistic Student Support
Director of Hospitality Programs
Director of Law Enforcement Programs
Director of Opportunity Programs
~~Director of Student Engagement and Outreach~~
~~Director, TRIO--Upward Bound and GEAR-UP~~

Level-Grade K:

Assistant Controller
~~Director of Adult Learner Services~~
~~Director of Campus Services-~~
Director of Development
Director of Dual Credit
Director of Education Outreach Center
~~Director of Leadership Mohawk Valley~~
Director of Rome Campus
Director of the Advanced Institute for Manufacturing
Executive Director of the Center for Leadership Excellence
Senior Systems Analyst

Level-Grade L:

Director of Compliance

FOR THE COLLEGE:

Dated: 2/9/2023

By: Crystal Marceau
Crystal Marceau

FOR THE ASSOCIATION:

Dated: 2/9/2023

By: Shane McGovern
Shane McGovern

COLLEGE PROPOSAL – 7/15/2022

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 College 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 College 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 Executive Director of Human Resources or designee shall promptly notify the Treasurer of the Association of the receipt of such revocation notices.~~ The Association shall notify the Employer, in writing, as to the amount of its dues and change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the salary of each member and remit said deductions promptly to the Association unless and until the Associations right to dues deduction is terminated pursuant to Civil Service Law. The Association shall indemnify and hold harmless the Employer and its officials and employees from any cause of action, claim, loss, or damage incurred as a result of the College'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 Executive Director of Human Resources or designee 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 President of the College and the President of 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 (OJC) 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 College, 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 College bulletin boards. The Association may use the intra-campus mail service to distribute its communications, and is permitted reasonable e-mail use subject to Board and 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.

Dated: 7/19/22

FOR THE COLLEGE:

By: 
Crystal Marceau

Dated: 7/19/22

FOR THE ASSOCIATION:

By: 
Jennifer DeWeerth

COLLEGE PROPOSAL – 6/27/2022

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.~~

A. The minimum allowed length of class periods, definition of credit hours, class schedule and length will be defined in compliance with the MVCC Board of Trustees policy.

E.B. Course shall mean a program of instruction recorded with the Registrar and designated by a single catalog number.

F. C 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.

Dated: 7/12/2022

FOR THE COLLEGE:

By: Crystal Marceau
Crystal Marceau

Dated: 7/12/22

FOR THE ASSOCIATION:

By: Jennifer DeWeerth
Jennifer DeWeerth

COLLEGE COUNTERPROPOSAL - 7/12/2022

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"~~ Grievant 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~~ Grievant.

~~"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~~ Grievant 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~~ step, all ~~g~~ Grievances shall be in writing and include the name and position of the ~~aggrieved party~~ Grievant, 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~~ Grievant first became aware thereof.

B. Except decisions made in association with Part I of the informal ~~stage~~ step, 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~~ Grievant and to the parties hereto. Failure at any ~~stage~~ step of the Grievance procedure to

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communicate a decision to the ~~aggrieved party~~ Grievant, his/her representative and/or the Association within the specific time limits shall permit the lodging of any appeal at the next ~~stage~~ step of the procedure within five (5) work 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~~ step is not appealed to the next ~~stage~~ step of the procedure within the time specified, the Grievance shall be deemed to be abandoned by the Grievant.
- E. Except at the informal ~~stage~~ step (~~Stage 1~~) of the Grievance procedure the ~~aggrieved~~ Grievant and/or representative of the ~~aggrieved~~ Grievant and the College shall have the right at all ~~stages~~ steps 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~~ maintained in a Grievance file separate from the personnel file(s) of the ~~aggrieved parties~~ Grievant 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~~ Grievant, except another employee organization or a representative of another employee organization or by a representative of the College.
- ~~B. The President of the Association shall provide the Executive Director of Human Resources or designee with the name of the individual who is to be provided with a copy of all grievance decisions.~~
- ~~C. The Executive Director of Human Resources or designee 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 Steps of the Grievance Procedure.

A. STAGE-STEP ONE-1 -- INFORMAL:

1. A Grievance must be presented to the Grievant's immediate supervisor orally within ten (10) working days after the alleged Grievance occurred or when it became known. Within ten (10) working days after presentation of the Grievance at Step 1, the immediate supervisor shall discuss the Grievance with the Grievant and respond orally. (CW)
2. If a Grievance has unit wide implications the immediate Supervisor shall be the Executive Director of Human Resources.
3. Prior to the filing of any written Grievance, the Grievant shall attempt to resolve the Grievance at this Step with their immediate supervisor.
4. Any Grievance may be adjusted informally at this Step.

~~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.~~

B. STEP 2 -- HUMAN RESOURCES:

~~1. If there is no satisfactory resolution at the informal level Step 1, the Grievant will may move to a written Step One file a written Grievance at Step 2 filing of the grievance matter. If a grievance has unit wide implications the immediate Supervisor shall be the Executive Director of Human Resources. Written filing of a grievance at Step 1 to the Executive Director of Human Resources will be within twentyten (210) working 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 the date is later from the Step 1 response, or the date that the Step 1 response was due, whichever occurs first.~~

~~2. The Step 2 Grievance shall contain the circumstances of the alleged violation, misinterpretation or misapplication or discriminatory application of this Agreement, the date of the alleged violation, and the remedy sought.~~

~~3. The Executive Director of Human Resources or designee may request the Grievant to meet in an effort to resolve the Grievance. The Executive Director of Human Resources or designee shall reply in writing within fifteen ten (15) working days.~~ (CW)

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 President of the College or designee. The President of the College or designee shall render a decision thereon in writing within fifteen (15) working days.~~

C/B.

STEPAGE TWO-3 - PRESIDENT OF THE COLLEGE

If the aggrieved party ~~G~~grievant is not satisfied with the written decision rendered at the conclusion of ~~Stepage One-2~~ and wishes to proceed further under this grievance procedure, he/she ~~the G~~grievant shall ~~may~~ submit, within five (5) working days of the receipt of the Step 2 response, or the date that the Step 2 response was due, whichever occurs first, of the decision at ~~Stepage One~~ file a written appeal of the decision with the President of the College. Copies of the decision rendered at ~~Stepage 2~~One shall be submitted with such appeal. The President of the College may forward the appeal to a Joint Committee, two members of which shall be selected by the President of the College and two members of which shall be selected by the President of the Association. If the President of the College chooses to forward the Grievance to the Joint The Ceommittee, the Joint Committee shall hear the Ggrievance and make a written recommendation with justification for a settlement to the President of the College within ten (10) working days of the date of the hearing. If the President of the College declines to forward the Grievance to the Joint Committee, the President of the College shall hear the Grievance. The President of the College shall render a written decision with justification within ten (10) working days of receipt of the recommendation of the Joint Committee or the hearing held by the President of the College.

D/f.

STAGE-STEP THREE-4- ARBITRATION

An appeal to arbitration from an unsatisfactory decision at ~~Stepage Two-3~~ may be made by the Association by submission in writing to the American Arbitration Association with copy to the President of the College within ten (10) calendar working days of receipt of the ~~Stepage Two-3~~ determination. The Voluntary Labor Arbitration Rules of the American Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the ~~g~~Grievance. The President of the Association or designee may initiate a contract ~~G~~grievance at this ~~Stepage Three-4~~ 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 College 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.

Dated: 7/12/2022

FOR THE COLLEGE:

By: Crystal Marceau
Crystal Marceau

Dated: 7/12/22

FOR THE ASSOCIATION:

By: Jennifer DeWeerth
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