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 2017
to
31 August 2020
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 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 Specialist, Advisor, Assistant Coach, CCED Coordinator, Career and Employer Relations Specialist, Coach, College Health Center Support, Communications Specialist, Ex-Offender Program Counselor, Fitness Center Coach, Fitness Center Staff, Fitness Center Supervisor, Hospitality Trainer, Lab Assistant, Librarian, Licensed Mental Health Counselor, Lifeguard, Part Time Professional, Part Time Professional Child Care, Part Time Professional Media, Part Time Professional – Student Services, Part Time Program Specialist - CCED, Part Time Reference Librarian, Part Time Teacher, Professional Tutor, Program Specialist, Student Service Specialist, StrengthsQuest Assistant, Technical Assistant, Technical Assistant-Events, Technical Assistant - Video, Technical Assistant - Tool Crib, Tutor and University Partners and Transfer Center Assistant.

The following employees are excluded from this agreement: CCED instructors, all Events positions other than Technical Assistant-Events, 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 until otherwise notified in writing by the member.

B. Agency Fee. The Association shall be entitled to the benefit of Agency Fee.

C. 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 Centers 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 shall be interpreted so as to be consistent with the priority rights of Section 5.6.D of the Agreement between the College and the Professional Association as of September 1, 2013, except that assignment to bargaining unit members shall take precedence over assignment to prospective adjuncts. Prospective Adjuncts are those who have not been employed at MVCC for the previous one (1) year or twelve (12) months.

   B. Assignment to available courses shall be made on the basis of a bargaining unit member's qualifications. Qualifications shall include but not be limited to relevant education, relevant experience teaching subject matter, experience teaching in a community college, and relevant professional/industrial experience.
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 department approval. Enrollment shall be limited to one (1) student. 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. Enrollment shall be limited to one (1) student. 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.

4.5 The parties shall form a committee to discuss the distribution of substitute work in the Airframe and Powerplant program. 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.

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.

5.4 Emergency Closure of the College. If a part-time professional is scheduled to work at the College, but the College or campus closes due to an unforeseen emergency, then the part-time professional shall be paid for the scheduled hours he/she could not work due to the unforeseen emergency. However, the College shall not be required to pay the part-time professional for more than two (2) days unforeseen closures during a fiscal year, regardless of how long the College or campus is closed due to the unforeseen emergency.

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 Discipline. The parties affirm that there shall be no requirement of "progressive discipline" but that all disciplinary action taken shall be at an appropriate level.

   A. Notice of Reason. Following an investigation by the College regarding a concern or concern involving an employee, the initiation of a disciplinary charge against an employee shall be in writing with a copy to the employee. This document shall include penalty sought from the College and shall inform the employee of his/her right of Association representation.

   B. The employee shall have an opportunity to present any relevant information concerning the charge to the Executive Director of Human Resources within 20 days of the Notice of Reason. This time limit may be extended by mutual agreement of the College and the Association.

   C. Should the College continue to believe discipline is appropriate, a Disposition of Charge shall be issued no later than 60 days from the date of the Notice of Reason. 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 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:

Step One. 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.

If a grievance has unit-wide implication, the "immediate administrative supervisor" shall be the College's Executive Director of Human Resources. Written filing of a grievance at Step One will be with the Executive Director of Human Resources or the Executive Director's designee and will be no later than thirty calendar days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later. The Executive Director of Human Resources or 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 fifteen calendar days following the Executive Director's receipt of the grievance.

Step Two. In the event that the grievance is not resolved at Step One, the Association may submit the issue to arbitration. The Association must file a demand for arbitration no later than 30 calendar days from the unsatisfactory resolution of Step One. Following Step One, the decision to further process the grievance to arbitration belongs exclusively to the Association.

The parties shall establish a permanent list of four (4) Arbitrators for consideration to preside over the Arbitration process. Such permanent list shall consist of Arbitrators mutually agreed upon by the parties. Prior to utilizing the services of the Public Employment Relations Board or the American Arbitration Association, the parties shall explore the possibility of agreement to use an Arbitrator from the permanent list. Should the parties be unable to mutually select an Arbitrator from the permanent list they shall proceed by utilizing the services of the Public Employment Relations Board or the American Arbitration Association.

Prior to the conclusion of each contract year, the parties' representatives shall review the current list and consider possible updates. Either party may remove one (1) or more
Arbitrators from the list. However, replacements must be mutually agreed upon.

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.

7.3 Arbitration
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 indicated on the first day of instruction of the following academic years:

<table>
<thead>
<tr>
<th>Class Period</th>
<th>Practicum Period</th>
<th>Airframe and Powerplant</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$51.16</td>
<td>$43.29</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$52.54</td>
<td>$44.46</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$53.96</td>
<td>$45.66</td>
</tr>
</tbody>
</table>

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

Effective
September 1, 2017     Current hourly rate plus 2.9%
September 1, 2018     2017-2018 hourly rate plus 2.7%
September 1, 2019     2018-2019 hourly rate plus 2.7%

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 $63.95 per contact hour until August 31, 2018. As of September 1, 2018, that rate shall increase to $65.00 per contact hour.

D. Nothing herein shall prevent the granting of selective increases by the College.

E. 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 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.

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

<table>
<thead>
<tr>
<th>Adjunct faculty</th>
<th>Part-time Professional</th>
</tr>
</thead>
<tbody>
<tr>
<td>One third of the lecture contact hour rate</td>
<td>Normal hourly rate</td>
</tr>
</tbody>
</table>

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 the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student for the Independent Study.

   B. Customized Study. A bargaining unit member who teaches a Customized Study course shall be paid at the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student 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 Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or uploadable media from a 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 not subject to compensation as described herein.

9.2 Basis of Participation. Participation in web-based courses shall be voluntary for all bargaining unit members.

9.3 Technical Support. The College is committed to providing the best training and technical support possible to instructors of web-based courses both during the developmental period and when the course is offered. 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.

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.

9.5 Assignment.
   A. Bargaining unit members may develop and may teach web-based courses
   B. 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 3.2.B.

9.6 Compensation.
   A. Compensation for course development shall be $625 per credit hour.
   B. Compensation for the first semester a course is taught shall be $250 per credit hour in addition to compensation as set forth in Article 6.
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 work load 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. Bargaining unit members shall be entitled to one (1) day of paid leave per year (September 1 to August 31). 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 immediate supervisor following procedures established by the College. Such leave may be taken in one-hour increments.

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: [Signature]
Chair, Board of Trustees

Date: 10/15/18

By: [Signature]
President

Date: 10/15/18

By: [Signature]
County Executive

Date: 11/30/18

MOHAWK VALLEY COMMUNITY COLLEGE ADJUNCT AND PART-TIME ASSOCIATION

By: [Signature]
President

Date: 10/15/18

By: [Signature]
Chair, Negotiating Team

Date: [Signature]

By: [Signature]
Oneida County Attorney

Date: 10/22/18