



**AGREEMENT**

BY AND BETWEEN THE

**HERKIMER COUNTY COMMUNITY COLLEGE BOARD OF  
TRUSTEES**

AND THE

**HERKIMER COUNTY COMMUNITY COLLEGE  
ADMINISTRATIVE ASSOCIATION**

SEPTEMBER 1, 2021– AUGUST 31, 2024

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## **COLLEGE BOARD OF TRUSTEES APPROVAL**

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

### **Article 1 Recognition**

Herkimer County Community College ("College") hereby recognizes the Herkimer County Community College Administrative Association ("HCCCAA") as the exclusive bargaining representative for all full time professionals in the following positions:

- Administrative Assistant to the Dean of Students
- Administrative Assistant for Human Resources
- Administrative Assistant to the Provost
- Assistant Bursar
- Assistant Director of Athletics
- Assistant Director of Facilities
- Assistant Director of Human Resources
- Assistant Network Administrator
- Assistant Registrar
- Associate Dean of Academic Affairs – Assessment and Institutional Effectiveness
- Associate Dean of Academic Affairs – Business, Health, Science, Technology
- Associate Dean of Academic Affairs – Humanities, Social Science
- Associate Dean of Academic Affairs – Internet Academy and Continuing Education
- Athletic Trainer
- Bursar
- Director of Academic Support Center
- Director of Admissions
- Director of Advisement Center
- Director of Career Services
- Director of Counseling Services
- Director of Facilities Operations
- Director of Financial Aid
- Director of Information Technology
- Director of Institutional Research
- Director of Instructional Design

- Director of International Programs
- Director of Library Services
- Director of Student Activities
- Network Administrator
- Purchasing Agent
- Registrar
- Research Assistant
- Senior Accountant
- Senior Systems Programmer/Analyst
- Staff Accountant
- Staff Accountant (Payroll)

## **Article 2 Enforcement of Provisions**

- A. Should any article, section or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction or by regulations of the State or current regulations of the County, such decision of the court or regulation of the State or County shall apply. Upon the issuance of such a decision, the parties agree to negotiate as soon as practical a substitute for the invalidated article, section, or portion thereof.
  
- B. The HCCCAA affirms that it does not assert the right to strike against any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist, or participate in such a strike.

## **Article 3 Negotiation Procedure**

- A. If negotiations between the College and the HCCCAA are scheduled during work hours, the representatives of the HCCCAA will be relieved from all regular duties necessary to permit their participation in such meetings with no loss in leave or pay.

## **Article 4 Dues Deduction**

The College agrees to deduct from the salaries of the bargaining unit members defined above, dues for the HCCCAA and its affiliates as said members individually submit written authorization for the College to deduct.

The following combination will be eligible for salary deduction:

- The Association and its affiliates
- N.Y.S.U.T. Benefit Trust

Deductions for the above will be made in twenty six (26) equal installments, beginning with the first paycheck for the fiscal year. Bargaining unit members may begin payroll deductions at any time after the first paycheck upon ten (10) days prior written notification to the Controller.

The College agrees to deduct such dues from the salaries of bargaining unit members and to transmit those moneys to the Treasurer of the HCCCAA on a monthly basis.

Authorization for dues deduction may be withdrawn by an individual upon written notification to the Controller one pay period before the change is to take place. In the event of such withdrawal, the Senior Vice President for Administration and Finance (or designee) shall notify the President of the HCCCAA.

The Controller shall provide the HCCCAA Treasurer with a list of dues deductions with each payment.

The HCCCAA agrees to indemnify or hold the College harmless against any and all claims, suits, orders or judgments for monetary damages brought or issued against the College or its representatives as a result of any action taken or not taken by the College under the provisions of this section.

## **Article 5 Group and Member Rights**

### **Section 1 Rights of Consultation and Information**

The President or designee and the President of the HCCCAA or designee agree to meet at mutually convenient times for the purpose of discussing matters related to the administration of this Agreement. Where either party requests such a meeting to discuss a particular section or clause of this Agreement and/or its application, prior notice of at least three working days must be given of such intent so as to allow reasonable time for consideration by the other party.

The HCCCAA President, or one of the members of the HCCCAA Executive Committee as designated by the HCCCAA President, shall have a total of 5 days per year of release time for union matters. Unused days will not carry forward to a subsequent year.

No changes in the "Personnel Policies" section of the Faculty/Staff Handbook shall be made during the balance of this contract without mutual agreement.

## **Section 2 Group/Committee Meetings**

Bargaining group members may meet as a group one (1) time per month, not to exceed sixty (60) minutes per meeting, during the activity period, without a loss of pay. In addition, committee meetings may be called from time to time. In such cases, the HCCCAA must secure prior approval by the President of the College to hold the additional meetings during the normal work day.

## **Section 3 Personnel Files**

### Procedures for Entering Materials into Personnel Files:

- Original should be forwarded to President's Office.
- President sends a copy of the original to the bargaining unit member (within 5 working days).
- The bargaining unit member has right to enter statement regarding submitted material (within seven (7) working days of President's response). Statement to be attached to original document.

### Procedures for Review of Personnel Records:

- Upon written request the bargaining unit member shall be given one (1) copy of his/her personnel file without charge each fiscal year.
- In response to such request, an appointment time will be established for the bargaining unit member to review materials in his/her personnel file.
- The review shall take place in the College's Human Resources Office in the presence of the President's designee. The bargaining unit member may have another HCCCAA unit member present.
- Materials are not to be removed or copied from the Personnel File under the aforementioned review process.

### Procedures for Copying of Personnel Records:

- A written request for a copy of the bargaining unit member's personnel file shall be submitted to the President's Office.
- One copy shall be provided per fiscal year upon written request at no costs to the bargaining unit member. Additional copies will be provided on a cost basis at the convenience of the President's Office.
- A copy shall be provided to the bargaining unit member by the Human Resources Office as directed by the President's Office within five (5) working days following the date of receipt of the written request.
- All materials in the file at the time of request shall be provided to the bargaining unit member except items of a pre-employment nature.

## **Section 4 Disciplinary Action**

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

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

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

The employee may, within fifteen (15) calendar days of the issuance of the discipline, call for a meeting for the purpose of clarification.

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

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

Upon notification, the employee may comply or proceed under the representation of the Association to a formal grievance regarding the accuracy of the discipline per Article 13 of this Agreement.

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

## **Article 6 Terms and Conditions of Employment**

### **Section1 Job Description**

A job description for each position shall be kept on file in the Human Resources Office. Positions are subject to review and change by the President, insofar as the terms and conditions of employment are not altered without agreement by the HCCCAA. Bargaining unit members will be provided a copy of his/her job description each time a change is made.

## **Section 2 College Work Hours**

It shall be the duty of all bargaining unit members, unless otherwise specifically noted in their contracts or terms of employment, to devote their professional services and their individual skills to the service of Herkimer County Community College.

The bargaining unit member's primary work obligation is to the College and all members shall work the number of hours necessary to complete their professional obligations. Bargaining unit members serving as hourly employees shall work a seven (7) hour day with a one (1) hour unpaid lunch period during the fall and spring semesters and a one-half (1/2) hour unpaid lunch during the winter and summer intercessions, if college hours are adjusted with notice to the bargaining unit members.

Bargaining unit members shall receive at least two weeks' notice when asked to work during evenings, weekends, or holiday(s) unless an emergency requires the bargaining unit member's participation.

The annual responsibility for ten (10) month employees shall begin ten (10) workdays prior to the start of classes in the fall term.

## **Section 3 Continuation / Termination of Appointment**

For bargaining unit members the initial appointment is for one year. Continuing appointments will be for one, two or three years. Written notice of renewal or termination shall be made in writing at least six (6) months prior to the expiration of the term appointment unless otherwise agreed.

## **Article 7 Retrenchment**

1. Upon notification of retrenchment a bargaining unit member shall be offered reassignment to an available position, if qualified. A bargaining unit member who declines such offer of re-assignment to a college position that carries the same or a higher rate of compensation as the position from which the bargaining unit member was retrenched shall forfeit all rights under this agreement.
2. If no position is available for which the bargaining unit member is qualified, that bargaining unit member will receive consideration for retraining for assignment to an available position or fulfillment of the bargaining unit member's work obligation by performing available work both within and outside of the bargaining unit member's current department or administrative function and/or during summer sessions.

3. If any of the foregoing instances, the bargaining unit member must be qualified as determined by the President of the College; the opportunity applies to work within or outside of the bargaining unit member's current job title; the performing of such does not constitute a transfer; the opportunity shall be at the expense of overload assignments and part-time employees.
4. Rights Following Retrenchment
  - a. If within two (2) years the position from which bargaining unit member was retrenched is re-established or a vacancy occurs within the bargaining unit for which he/she is qualified and the College elects to fill the position, the College will offer such position to the retrenched employee(s) in inverse order of retrenchment. Refusal of such an offered position, 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 retrenchment.
5. Reversion
  - a. When a vacancy exists in a full-time teaching faculty bargaining unit position, a retrenched bargaining unit member may, subject to the needs of the College, revert to a 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 Division in accordance with his/her qualifications, experience and expertise.

## **Article 8 Leaves**

### **Section 1 Vacation**

1. Use of vacation time must have the prior approval of the appropriate supervisor.
2. Bargaining unit members shall utilize the following table to determine annual vacation days, effective January 1, 2021:

	<b>1 – 4 Years Service</b>	<b>5+ Years Service</b>
Hourly 10 Month	11 days	15 days
Hourly 12 Month	15 days	21 days
Salaried 10 Month	17 ½ days	18 days
Salaried 12 Month	24 days	26 days

3. Bargaining unit members are credited with vacation days on January 1<sup>st</sup> of each year. If a bargaining unit member is hired mid-year, his/her days are pro-rated accordingly. If bargaining unit member leaves employment of Herkimer College, prior to December 31<sup>st</sup>, his/her vacation days will be pro-rated accordingly. Accrued time shall not be lost upon transfer from bargaining unit to another.
4. Should a bargaining unit member not use all vacation days by December 31<sup>st</sup>, the member may carry a maximum of five (5) vacation days into the next calendar year. Any remaining unused vacation days over the five (5) to be carried will be converted and added to accumulated sick leave, up to the maximum total allowed under the provisions of this agreement.
5. Anyone negatively affected by changes to the language concerning vacation time shall be grandfathered in, and will not be adversely affected by the present contract. Such employees shall continue with their present vacation time allocation until such time that the circumstances surrounding any additional vacation time change.

**Section 2 Sick Leave**

1. Bargaining unit members will earn one (1) sick day per month. Twelve (12) month bargaining unit members will earn twelve (12) days per year while ten (10) month bargaining unit members will earn ten (10) days per year. Accrued time shall not be lost upon transfer from bargaining unit to another.
2. The total number of sick days that a bargaining unit member may accumulate is:
 

Ten month employees	218 days
Twelve month employees	261 days
3. Bargaining unit members are eligible to use their sick time in half or full day increments.
4. If a bargaining unit member has a prescheduled medical, dental, or vision appointment at the beginning or end of the work day, the bargaining unit member may, with the approval of the applicable supervisor, flex his/her time for this appointment if the absence is less than a half day. With the approval of the supervisor, the lost time may be made up either before the appointment or no later than the end of the pay period following the pay period in which the absence took place.
3. Bargaining unit members who are unable to report to work due to medical reasons for the employee or the employee's immediate family as defined in Article 8 Section

5, must notify their immediate supervisor at least ½ (one-half) hour prior to the start of the bargaining unit member's work day.

**Section 3 Sick Leave Bank**

1. The purpose of the HCCCAA Sick Day Bank is to provide eligible bargaining unit members with additional sick days once all of their own accrued sick, vacation and personal days have been depleted.
2. Bargaining unit members will be allowed to donate one (1) sick day to the pool per year.
3. Sick bank participants are eligible to draw days from the Bank using the following formula:

# of Years as a Bank Member	% of Bank Days Available for Use
0 – 1 year	30%
+1 – 2 years	40%
+2 – 3 years	50%
+3 - 4 years or more	60%

4. All sick days donated will become the property of the HCCCAA. If a bargaining unit member leaves the employment of the college, he/she cannot withdraw the sick days already allocated to the Bank.
5. Requests for Sick Day Bank days will be reviewed by a committee comprised of the Provost, Director of Human Resources, Dean of Students/Director of Athletics, Senior Vice President for Administration & Finance and two members appointed by the HCCCAA President.
6. Sick bank members who desire to draw days from the Bank due to illness or disability, must submit a written request to the Director of Human Resources. Sick bank members agree to present the HCCCAA with any and all paperwork and certifications that are deemed necessary by the HCCCAA. Procedures regarding the use of the sick bank may be obtained from the Human Resources department.

**Section 4 Personal Leave**

Three (3) personal days are allowed per calendar year. If the three (3) personal days are not used by the end of the calendar year they will be converted and added to accrued sick time.

## **Section 5 Funeral & Bereavement Leave**

Two (2) bereavement days, are given for a death in the immediate family. Additional days may be taken from sick time with your supervisor's approval. Immediate family is considered to be:

- Parents (including step and in-law)
- Grandparents (including step and in-law)
- Spouse or Domestic Partner\*
- Children (including step and in-law)
- Grandchildren (including step and in-law)
- Siblings (including step and in-law)

\* A domestic partner is defined as a relationship between individuals who are living together and sharing a common domestic life together, but are not joined in any type of legal partnership, marriage, or civil union.

("ex" in-laws receive one day)

## **Section 6 Holidays**

Bargaining unit members receive the following holidays each year; these are days that the College is considered "closed".

New Year's Day	Labor Day
Martin Luther King's Birthday	Fall Recess (two (2) days)
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Should a holiday fall on a Saturday, it will be recognized on the previous Friday; should the holiday fall on Sunday, it will be recognized on the following Monday.

## **Section 7 Caregiver Leave**

Caregiver leaves are special leaves of absence, which may be requested for a period of up to one (1) year. The first twelve (12) weeks of such leave will be considered Family and Medical leave in accordance with the federal law and the College's Family and Medical Leave Act Policy and Procedures.

Employees may request paid/unpaid leave time for the following reasons:

- a) For incapacity due to pregnancy, prenatal medical care or child birth
- b) To care for the employee's child after birth, or placement for adoption or foster care

- c) To care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition
- d) For a serious health condition that makes the employee unable to perform the employee's job
- e) Military Family Leave Entitlements

This benefit will be coordinated with the "Family Leave" provision of Federal Law as noted below unless the person granted the leave waives, in writing, health insurance coverage at the College's expenses during the "Family Leave". The employee may then continue coverage at his/her own expense.

If no such waiver is executed, the first twelve weeks of such leave shall constitute family leave in accordance with the Federal statute and are subject to the following guidelines.

The College shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve week period and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The College may recover the premium that the College paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave after the twelve week period and (1) the employee fails to return for a reason other than the continuation, reoccurrence or (2) onset of a serious health condition that entitled the employee to leave under subparagraph C or D above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Leave Act.

The Complete Employee Rights and Responsibilities under the Family Medical Leave Act can be found in the Herkimer College's Faculty/Staff Handbook.

## **Article 9 Insurance**

### **Section 1 Health Insurance**

1. Hospital, surgical and major medical benefits shall be provided for all full -time bargaining unit members with the option of individual, two-person or family coverage. The plan benefits shall be similar or equal to the Blue Cross/Blue Shield Ultra Blue "17" plan provided to Herkimer County employees.
2. The College shall offer the same HMO/PPO plans as provided by Herkimer County.

The College must consult with the HCCCAA prior to any change of health insurance coverage.

3. Bargaining unit members who opt for an HMO or PPO shall have the right to discontinue the HMO or PPO plan and re-acquire conventional health insurance at the regularly scheduled re-opening dates.
4. Bargaining unit members who initially choose to retain the conventional health insurance shall have the right to opt for an HMO or PPO plan at the regularly scheduled re-opening dates.
5. Bargaining Unit Member Contribution
  - a. Bargaining unit members will contribute annual amounts toward their health care premiums/premium equivalents according to the following table:

Hire Date	Individual	Two-Person	Family
Pre January 1, 1995	8%	8%	8%
Post January 1, 1995	10%	10%	10%

- b. Any bargaining unit member who is enrolled in a health insurance plan with a premium that is higher than the traditional Blue Cross/Blue Shield plan, in addition to the contribution listed above (for both pre-1/1/1995 and post 1/1/1995) shall pay one hundred percent (100%) of the difference in premiums.
  - c. Health insurance contributions will be made in equal installments from bi-weekly payroll deductions (maximum of two (2) per month).
6. A bargaining unit member with a spouse who is also a full time employee of the college will be offered either one family plan and \$3,000 annual waiver reimbursement (to be paid bi-weekly; maximum of two (2) per month), or one family plan (or two person plan) and one individual plan.
7. Any bargaining unit member who is covered by health insurance from another source may sign a waiver of health benefits and receive \$3,000 (annual) waiver reimbursement (to be paid bi-weekly; maximum of two (2) per month), . The bargaining unit member may cancel his/her waiver and join a health plan at a regular re-opening date.

#### **Section 4 Life Insurance**

Term life insurance equal to double (2x) the employee's annualized salary will be paid for at one hundred percent (100%) by the College.

## **Section 5 Dental Plan/Enhanced Vision Plan**

The College will provide a Dental Plan and enhance Vision Plan to all full-time HCCCAA Unit employees. Benefits are to be no less than those provided by the existing Guardian, Inc plan in place at the time of this Agreement. Premium contributions are 100% employer paid for both individual and family plans.

## **Section 6 Disability Insurance**

Long-term disability insurance, equal to sixty percent (60%) of monthly wage base, not to exceed four thousand dollars (\$4,000), will be paid for at one hundred percent (100%) by the College. Benefits will commence after six (6) months of continuous total disability.

## **Article 10 Retirement**

### **Section 1 Retirement Systems**

All bargaining unit members must join one of the following two retirement plans within 30 days of employment. The choice is irrevocable for the duration of the bargaining unit member's employment.

New York State Teachers' Retirement System (TRS), if eligible to enroll  
New York State Employees' Retirement System (ERS)  
Optional Retirement Program

If a new bargaining unit member is already a participant of the New York State Teachers' Retirement System, the bargaining unit member may remain in that plan.

### **Section 2 Supplemental Retirement Annuities**

Upon receipt by the College's Senior Vice President for Administration and Finance or his/her designee from a full-time bargaining unit member a lawfully written authorization form, which may be revoked in writing at any time, the College agrees to provide payroll reductions and deposits for said unit member for the purpose of the purchase of a supplemental retirement annuity contract. Such reductions shall be made only for purchase through those insurance companies which are designated by the State University of New York Board of Trustees and approved by the HCCC Board of Trustees as alternate insurers from which employees of community colleges may purchase supplemental retirement annuity contracts.

### **Section 3 Health Insurance – Retirement**

Bargaining unit members hired prior to January 1, 1995 who have continued with unbroken employment with the College for 10 years or more (official approved leaves of absence are not considered broken service), and who are at least fifty-five years of age are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, 2-person, or family) will be determined by the coverage that the employee had at the time of retirement. Retirees shall make the same percentage contribution toward health insurance as when last employed by the College.

Bargaining unit members hired on or after January 1, 1995 who have continued with unbroken employment with the College for 15 years or more (official approved leaves of absence are not considered broken service), and are at least 60 years of age are entitled to individual health insurance benefits at the time of retirement. Retirees shall make the same percentage contribution toward health insurance as when last employed by the College. If the retiree's spouse and/or dependents need coverage they may be carried under the group plan at the retiree's expense.

### **Section 4 Intent to Retire**

Bargaining unit members must submit written notice of the intent to retire to the President of the College no less than six (6) months prior to the retirement date.

### **Section 5 Unused Sick Leave**

When a bargaining unit member retires, unused sick leave amounting to a maximum of 261 for twelve month employees and 218 for 10 month employees, shall be used in one of the following ways:

1. Additional ERS service credit for members of the NYS Employees Retirement System as provided by Section 41-j of the NY Retirement and Social Security Law;
2. Pay to the employee an amount equal to the College's regular Optional Retirement Program contribution rate in existence at retirement for a period equal to the total number of unused sick leave days;
3. Apply towards health premium costs at the time of retirement until the value applied is exhausted.

## **Article 11 Compensation**

### **Section 1 Salary Increases**

1. 2021-22
  - a. Effective September 1, 2021 all bargaining unit members shall receive a two and three-quarter percent (2 ¾ %) plus (+) three hundred dollars (\$300) adjustment to their individual base salaries
2. 2022-23
  - a. Effective September 1, 2022 all bargaining unit members shall receive a two and one-half percent (2 ½ %) plus (+) three hundred dollars (\$300) adjustment to their individual base salaries
3. 2023-2024
  - a. Effective September 1, 2023 all bargaining unit members shall receive a two and one-quarter percent (2 ¼ %) plus (+) three hundred dollars (\$300) adjustment to their individual base salaries
4. The maximum salaries contained in Appendix A of this Agreement shall not apply to any bargaining unit member whose salary currently exceeds such maximums.

### **Section 2 Longevity**

Bargaining unit members shall receive longevity adjustments following their completion of consecutive full time employment according to the following table:

<b>Time Completed (Years)</b>	<b>Longevity Adjustment</b>	<b>Total Longevity</b>
Three (3)	\$700	\$700
Five (5)	\$700	\$1,400
Seven (7)	\$700	\$2,100
Ten (10)	\$700	\$2,800
Twelve (12)	\$700	\$3,500
Fifteen (15)	\$700	\$4,200
Seventeen (17)	\$700	\$4,900
Twenty (20)	\$700	\$5,600
Twenty-Five (25)	\$700	\$6,300
Thirty (30)	\$700	\$7,000
Thirty-Five (35)	\$700	\$7,700
Forty (40)	\$700	\$8,400

Longevity increases are based on an employee's length of service to Herkimer College. No longevity payments will be diminished by the fact that an employee transfers from one employee group (unit) to another. Longevity increases will be paid on the same bi-weekly basis as base salaries and will become part of an employee's permanent salary, but will be excluded for purposes of computation of salary increases and from salary range maximum.

Unpaid leave will not be included in total years of service for purposes of computing longevity.

### **Section 3 Promotions/Acting/Interim**

A unit member who is promoted or appointed to an acting or interim position resulting in a substantial change in job function and increased responsibilities shall be placed at no less than the minimum of the salary range for that position.

### **Section 4 Salary Ranges**

The parties agree to continue to discuss and review the minimum and maximum salary ranges for bargaining unit positions.

Current salary minima and maxima may be found in Appendix A.

### **Section 5 Merit**

The bargaining unit member may apply for a merit award by sending an application to the applicable supervisor. Merit awards will be equivalent to \$1,000 and will be included in their base salary. A person at the maximum salary for his/her position will still be eligible to receive a merit increase.

### **Section 6 Extra Service Teaching**

1. Bargaining unit members may teach no more than ten (10) extra service contact hours per academic year with no more than seven (7) contact hours in any one academic semester with the approval of their supervisor. They may be permitted to teach during their regular work hours and flex their schedules with the prior approval of their supervisor.
2. Rates per contact hour:
  - a. Associate Professor                      prevailing rate of adjunct faculty
  - b. Assistant Professor                      prevailing rate of adjunct faculty
  - c. Instructor                                      prevailing rate of adjunct faculty
3. Rates for bargaining unit members performing supervision of Independent Study and/or Directed Student is \$50 per credit hour per student.

#### 4. Asynchronous Instruction

- a. The College will provide bargaining unit members who participate
  - i. A development stipend of \$335 per contact hour for the first time a course is taught.
  - ii. An incentive payment of \$600 per semester (fall and spring only) for any bargaining unit member who teaches three or more credit hours entirely online in a given semester.
- b. The parties agree that paragraph a. above shall be effective for the duration of this contract and shall sunset on August 31, 2024.

### **Article 12 Other Benefits**

#### **Section 1 Tuition / Continued Education**

The College will waive the cost of tuition for bargaining unit members, their spouses and dependents when taking credit courses at Herkimer College less any tuition assistance for which the eligible student may qualify. Student registration will be based upon the class operating without the dependent or staff enrollment. For those establishing membership in the Fitness Center, the College will pay the membership fee. All additional College fees must be paid by the enrollee.

Bargaining unit members who attend other units of the State University of New York, either during the regular academic year or during the summer session may be eligible for partial waiver of tuition. SUNY Trustees have established tuition grant ceiling which applies to all units of SUNY including community colleges.

The Continued Education Policy is intended to assist employees who wish to complete an Associate's Degree, Bachelor's Degree or Master's Degree.

#### Policy Regarding Bargaining Unit Members Taking Classes During Their Normal Work day:

The following guidelines should be followed when a bargaining unit member requests to take a credit bearing course during his/her normal workday:

1. The bargaining unit member should submit a written request to his/her immediate supervisor at least ten (10) days prior to the registration of the course.
2. The supervisor will have the sole discretion to approve or deny the bargaining unit member's request. The supervisor's decision will be non-grievable.

If approved by the immediate supervisor:

1. The bargaining unit member will be allowed to enroll in no more than one class per semester (fall and spring) during his/her normal work hours.
2. All bargaining unit members will be required to make up all time missed during the same workweek. Time may be made up by shortening the regular lunch hour (a minimum of ½ hour lunch break must be taken) or extend the workday. A bargaining unit member may be allowed to use accrued time. The method for making up time spent at class must be approved by the bargaining unit member's immediate supervisor.
3. Bargaining unit members must clearly specify their actual hours worked and document the time spent in classes and at lunch on their regular timesheet. For bargaining unit members who complete timecards a plan for an alternative schedule to meet hours required must be clearly identified prior to enrollment in a class.
4. The supervisor must send a copy of the bargaining unit member's request to the Director of Human Resources.

The bargaining unit member will be requested to submit proof of completion (i.e. grad report) of the course to his/her immediate supervisor at the completion of the semester.

#### Policy Regarding Bargaining Unit Members Who Wish to Complete their Doctoral Degree

The following guidelines should be followed when a bargaining unit member enrolls in an accredited program to pursue a doctorate degree:

1. The bargaining unit member must meet with his/her immediate supervisor to review and receive approval for the educational plan and anticipated timeframe.
2. If the bargaining unit member is required to meet residency requirements to fulfill the obligations of the program, he/she will be allowed up to ten (10) working days per year. The ten days will be considered professional educational development and the bargaining unit member will not be required to utilize his/her own accrued time.
3. A bargaining unit member who is requesting days (up to 10 per year) to fulfill residency requirements must submit a written request for educational time. The request should include the location for the study and the actual dates. The request should be submitted to the bargaining unit member's immediate supervisor. With the supervisor's approval the request is to be forwarded to the appropriate Dean, Provost and the President. The President must approve the days before they may be taken.
4. A copy of the request for days with the President's approval will be returned to the bargaining unit member and copied to Human Resources.

Bargaining unit members who resign their positions within twelve (12) months of receiving days for educational purposes will be required to give back all days provided. Days may be given back through either accrued personal or vacation time. If there is not sufficient accrued personal or vacation time to cover the days taken, the College will be reimbursed the salary value of said days by the bargaining unit member.

### **Article 13 Grievance Procedures**

The following statements outline the procedures by which grievances shall be resolved at the College:

- A. It is urged that all grievances be first discussed between the two parties involved in an informal, face-to-face meeting in an attempt to resolve the grievance in good faith without invoking the steps as stated hereinafter. All informal procedures should be explored prior to a formal grievance.
  
- B. A grievance shall be defined as a claimed violation of this contract or of "Faculty Personnel Policies" as stated in the Faculty Handbook and may be filed by a bargaining unit member, a group of bargaining unit members or the Union.
  
- C. Rights to Representation
  - 1. The Board of Trustees shall recognize a grievance committee upon its selection by the Union. At least one Union representative shall be present for any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.
  
  - 2. Nothing contained herein shall be construed as limiting the right of any bargaining unit member having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Union.
  
  - 3. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a Union representative selected by the Union.
  
- D. General Procedures
  - 1. All grievances shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of facts, conclusions and supporting reasons. Each decision shall be promptly transmitted to the parties involved in the grievance.
3. The preparation and processing of grievances shall be conducted at such times as will afford all interested parties a reasonable opportunity to attend.
4. All parties agree to facilitate any investigation which may be required and will make available, upon the request of any aggrieved party any and all relevant documents, communications and records except legally privileged material concerning the alleged grievance.
5. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
6. Forms for filing grievances, serving notices, taking appeals, making reports and commendations and any other necessary documents will be jointly developed by the President or his/her nominees and the grievance committee of the Union. The development of such forms shall not delay any grievance.

E. The Formal Grievance Procedure shall be as follows:

Step One:

1. The representative or grievant(s) shall formally initiate the grievance by presenting it in writing to the appropriate Management/Confidential supervisor within thirty (30) calendar days of the occurrence of the action which prompted the grievance. The grievance shall contain the signature of the grievant and shall be as specific as possible as to details. The redress expected should be specified. If the grievance is not satisfactorily resolved at this stage within seven (7) calendar days, the Management/Confidential supervisor shall be obliged to communicate in writing his/her decision to the grievant before the end of the eighth (8<sup>th</sup>) calendar day after the grievance has been presented.
2. In cases of suspension and/or dismissal, at the grievant's discretion, Steps One and Two may be dispensed with and the grievance may proceed immediately to Step Three.

Step Two:

1. If the grievance has not been satisfactorily resolved at Step One, the grievant or his/her representative may appeal to the Senior Vice President for Administration and Finance within fourteen (14) calendar days after receiving the decision rendered in Step One.

Step Three:

1. If the grievance has not been satisfactorily resolved at Step Two, the grievant may appeal the decision to the President of Herkimer County Community College within fourteen (14) calendar days after receiving the decision rendered in Step Two. The President shall then be obliged to give the grievant a hearing within fourteen (14) calendar days of receipt of the appeal.
2. The grievant shall be notified in writing of the hearing at least seven (7) calendar days prior to the date set for such a hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The President shall then be obliged to communicate his/her decision in writing together with his/her supporting reasons to the grievant within fourteen (14) calendar days after the completion of the hearing.

Step Four:

1. If the grievance has not been satisfactorily resolved at Step Three, the grievant may appeal the decision to the Herkimer County Community College Board of Trustees within fourteen (14) calendar days after the decision rendered in Step Three. This appeal shall be communicated to the Chairperson of the Board of Trustees. The Chairperson of the Board of Trustees shall then be obliged to give the grievant a hearing before the Board of Trustees as soon as practical within thirty (30) calendar days of receipt of the appeal. The grievant shall be notified in writing of the hearing at least seven (7) calendar days prior to the date set for such hearing. At the hearing, the grievant and/or his/her representative may appear and present oral and/or written statements or arguments either directly or through witnesses. The Board of Trustees shall then deliberate and arrive at a decision as soon as possible, but no later than seven (7) calendar days after the completion of the hearing.
2. Once a decision has been reached, the Chairperson of the Board of Trustees shall be obliged to communicate in writing the Board's decision together with supporting reasons to the grievant within fourteen (14) calendar days after the decision has been reached.

## **Article 14 Representation**

The HCCCAA shall have representation on the hiring committee for all HCCCAA positions as well as positions of President, Senior Vice President for Administration and Finance, Provost and Dean of Students/Director of Athletics.

## **Article 15 Management Rights**

Except as limited by the specific and express terms of this agreement, the College retains the right to manage its business affairs and services and to direct the workforce, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicle, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge employees for cause; to hire, lay off, retrench, assign, promote and determine the qualifications of employees; and to determine the starting and quitting time.

The rights of the College listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the College. Any and all rights, powers, and authority the College had prior to entering this Agreement are retained by the College except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any College official, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said College officials to follow the procedures and policies herein described to the extent they are applicable, in the exercise of the authority conferred upon them by law.

## **Article 16 Implementation**

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

### **Article 17 Scope**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the College, the County and the Union, or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

### **Article 18 Duration**

The term of this agreement between the Herkimer County Community College Administrative Association and the Herkimer County Community College Board of Trustees shall be from September 1, 2021, through August 31, 2024.

**Article 19 Agreement**

This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. It shall not be changed or modified except in writing of subsequent date duly executed by the authorized representatives of the parties.

Date this 20 day of Sept at Herkimer, New York.

Date: 9/21/2021

HERKIMER COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES

By: Isabella Crandall

Mrs. Isabella Crandall, Chairperson  
Herkimer College Board of Trustees

Date: 21 Sept 2021

HERKIMER COUNTY COMMUNITY COLLEGE

By: Cathleen McColgin

Dr. Cathleen McColgin, HCCC President

Date: 9/21/2021

HERKIMER COUNTY COMMUNITY COLLEGE  
ADMINISTRATIVE ASSOCIATION

By: Robin Riecker

Dr. Robin Riecker, HCCCAA President

## Appendix A: Salary Ranges

<b>Position Title</b>	<b>Minimum</b>	<b>Maximum</b>
Administrative Assistant	\$30,000	\$45,000
Assistant Bursar	\$35,000	\$52,500
Assistant Director of Athletics	\$39,000	\$58,500
Assistant Director of Facilities	\$45,000	\$67,500
Assistant Director of Human Resources	\$45,000	\$67,500
Assistant Network Administrator	\$39,000	\$58,500
Assistant Registrar	\$35,000	\$52,500
Associate Dean of Academic Affairs	\$57,000	\$85,500
Athletic Trainer	\$36,000	\$54,000
Bursar	\$49,500	\$74,250
Director of Academic Support Center	\$47,500	\$71,250
Director of Admissions	\$60,000	\$90,000
Director of Advisement Center	\$40,000	\$60,000
Director of Career Services	\$34,000	\$51,000
Director of Counseling Services	\$40,000	\$60,000
Director of Facilities Operations	\$60,000	\$90,000
Director of Financial Aid	\$50,000	\$75,000
Director of Information Technology	\$58,000	\$87,000
Director of Institutional Research	\$50,000	\$75,000
Director of Instructional Design	\$60,000	\$90,000
Director of International Programs	\$53,060	\$79,590
Director of Student Activities	\$39,015	\$58,525
Director of Library Services	\$57,000	\$85,500
Network Administrator	\$41,000	\$61,500
Purchasing Agent	\$40,000	\$60,000
Registrar	\$50,000	\$75,000
Research Assistant	\$30,000	\$45,000
Senior Accountant	\$39,000	\$58,500
Senior Systems Programmer/Analyst	\$47,000	\$70,500
Staff Accountant	\$34,000	\$51,000