



Agreement

By and between the

**Herkimer County Community College Board
of Trustees**

And the

**Herkimer County Community College
Professional Association**

September 1, 2021 – August 31, 2024

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ARTICLE I
UNIT DEFINITION

The bargaining unit consists of all full-time teaching faculty, non-teaching faculty, technical assistants and coordinators who are employees of Herkimer County Community College. A list of Professional Association titles and applicable salary minima and maxima are provided in Appendix A.

ARTICLE II
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 Herkimer County Community College Professional Association 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.
- C. The parties agree not to discriminate on the basis of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or status as a handicapped individual.

ARTICLE III
NEGOTIATION PROCEDURE

- A. Prior to the expiration of this contract, the parties will enter into good faith negotiations leading to a successor to this agreement.
- B. The parties agree to make available to each other non-confidential data necessary for the drafting of proposals and counter-proposals.

ARTICLE IV
PAYROLL DEDUCTIONS

- A. The Association shall notify the College in writing as to the amount of its dues thirty (30) days prior to the effective date of any change. The College shall deduct the regular membership dues of the Professional Association from the salary of each bargaining unit member and remit said deductions promptly to the Association. The College will notify the Association of any new unit employee no later than the first payday after employment. Said notification will include job title and salary. Dues will not be withheld from the salary of any new employee until the third payroll after inception of employment but said dues, when withheld, will cover the entire period of employment.
- B. The College will also provide, upon written authorization by any bargaining unit member, payroll direct deposit deductions, approved tax sheltered annuities and the NYSUT Benefit Trust.

1. Direct Deposit

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 deposit the amount specified on the authorization card for the member into the banking institution or credit union so designated.

2. Tax Sheltered Annuity

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 deductions and deposits for said unit member for the purpose of the purchase of Tax Sheltered Annuity contracts. Such deductions 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 Tax Sheltered Annuity contracts.

3. NYSUT Benefit Trust

Upon receipt by the College's Senior Vice President for Administration and Finance or his/her designee from a full-time bargaining unit member covered by this agreement a lawfully written authorization form, which may be revoked in writing at any time, the College agrees to provide payroll deductions and deposits to the NYSUT Benefit Trust for said bargaining unit member.

- C. The union 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 V

FACULTY DUTIES, RESPONSIBILITIES AND RIGHTS

A. Professional Responsibility

1. Teaching Faculty:

The annual professional responsibility for teaching faculty is two (2) academic semesters. A semester shall not exceed seventy-five (75) days of classes and five (5) days of examinations. Teaching faculty will be required to report no more than three (3) workdays prior to the first day of classes. New faculty will be required to report no more than five (5) workdays prior to the first day of classes. Registration, Orientation, Open House and Commencement are considered days of professional obligation for all teaching faculty members. Teaching faculty are required to attend faculty and division meetings scheduled during the period beginning with the first workday and ending with Commencement. Faculty will not be required to remain following Commencement unless unexpected divisional or college work requires additional time up to four (4) workdays immediately following commencement.

2. Non-Teaching Faculty:

The annual professional responsibility for twelve (12) month non-teaching faculty is equal to a full year (September 1 – August 31). The annual professional responsibility for ten (10) month non-teaching faculty is equal to two hundred eighteen (218) work days (typically ten (10) work days before the start of classes in the fall term). Ten (10) month non-teaching faculty will be notified (HCCC's comprehensive calendar) of their days of obligation (start & end dates) by May 15th of each year. Non-teaching faculty are required to attend faculty meetings and may be required to attend division/department meetings. Orientation, Open House, and Commencement are considered days of professional obligation for all non-teaching faculty members.

3. Technical Assistants and Coordinators:

The annual professional responsibility for twelve (12) month Technical Assistants and Coordinators is equal to a full year (September 1 – August 31). The annual professional responsibility for ten (10) month Technical Assistants and Coordinators is equal to two hundred eighteen (218) work days (typically ten (10) work days before the start of classes in the fall term). Ten (10) month Technical Assistants and Coordinators will be notified (via HCCC's comprehensive calendar) of their days of obligation (start & end dates) by May 15th of each year. Technical Assistants and Coordinators may be required to attend faculty and division/department meetings. Orientation, Open House, and Commencement may be considered days of professional obligation for Coordinators.

B. Teaching

1. The primary responsibility of the teaching faculty at the College is teaching. The normal regular teaching load will be thirty (30) semester credit hours or up to thirty-three (33) contact hours in those areas with combined lecture/lab assignments. Present scheduling patterns shall continue, except where affected by the above.

2. Lecturer:

The rank of Lecturer shall mean an appointed, non-tenure track member of the full-time faculty, who shall serve for a term no longer than four (4)

consecutive semesters. If the lecturer is subsequently hired as a full-time tenure track faculty member, one year of prior consecutive uninterrupted service, as a full time Lecturer shall be counted toward tenure, and both towards longevity. The regular teaching load will be the same as for full time tenure track faculty.

Lecturers may voluntarily sit on committees. Single semester Lecturers shall not be assigned student academic advisees. Full academic year appointees may be assigned academic advisees. Lecturer appointees will receive full benefits for the length of their appointment, and coverage will continue through semester breaks, so long as reappointment for the subsequent academic semester is guaranteed.

3. The directing of major extracurricular musical or dramatic productions shall be optional.

C. Asynchronous Instruction

The Association and the College agree that the Professional Association will participate in asynchronous instruction under the following conditions.

1. No teacher will be adversely affected because of the College's participation in asynchronous instruction. There will be no reduction in College faculty and staff directly related to the College's participation in asynchronous learning.
2. Participation is voluntary.
3. Faculty who agree to participate, agree to develop the course and teach it at least twice.
4. The College will evaluate faculty members involved in internet instruction, utilizing the same procedures as used for non-internet instruction. The College will require each faculty member who agrees to teach an internet course, to provide access to his/her course (guest status) to his/her immediate supervisor, or designee of the Chief Academic Officer, prior to beginning instruction.
5. The calendar of the College will be used for each course being taught. The HCCC teacher may voluntarily adjust the course if all students in the class agree and with permission of the Chief Academic Officer.

6. Textbooks and materials for asynchronous courses are selected by the HCCC teacher.
7. The College has rights to the course outline developed by the faculty member. The course outline shall include all orientation documents and the sequencing of content modules, but shall not include specific assignments, discussion questions, or other academic content, which remains the intellectual property of the faculty member.
8. The College will make a good faith effort to see that reasonable class size is maintained. Final class size for purposes of determining extra service pay will be assessed on the day that late registration ends for a given class session.
9. The College will provide faculty members who participate:
 - i. Training and technical support.
 - ii. Software needed to teach the course.
10. See Appendix B for additional information.

D. Office Hours

1. Teaching faculty shall be available for conferences with students in their classes, advisees and other students.
2. The five (5) office hours held each week are hereby defined as a total of two hundred fifty (250) minutes. These office hours are to be scheduled in no less than twenty-five (25) minute blocks. Faculty members may conduct up to one hundred (100) minutes of their office hours virtually. Faculty members are to post and adhere to a minimum of five (5) office hours per week distributed over at least three (3) days. In addition, it may be necessary to schedule appointments for students who have classes during all of a given instructor's regular office hours. Ordinarily, faculty class schedules include teaching assignments on all five (5) regular instructional days of the week. In any case, a combination of classes and office hours must include duty on each of the five (5) days.

3. Teaching faculty members teaching evening classes as part of their assigned teaching load may use one twenty-five (25) minute block immediately preceding or immediately following the evening class.

E. Commencement

1. The bargaining unit shall be represented on the dais at the College graduation ceremonies by a faculty member elected by the bargaining unit as a whole.
2. Commencement is an important aspect of the professional responsibility of the faculty. Faculty using a personal day on the day of Commencement must give notice of same, in person, to the President of the College, or his/her designee, at least five (5) days before Commencement. Variance from the above is allowable under emergency or unusual circumstances.
3. The College will provide academic regalia for full-time faculty bargaining unit members for required functions.

F. Conference Attendance

1. Bargaining unit members will be allowed to apply to attend conferences both within and out of state. More than one faculty member may attend the same conference. Technical Assistants and Coordinators will be allowed to apply to attend conferences as may be appropriate.
2. Prior approval for all conference attendance must be obtained in advance from the President or his/her designee and a written summary submitted to the President or his/her designee within ten (10) days after the conference.

G. Board of Trustees' Minutes

The Professional Association will be provided with one copy of the minutes of meetings of the Board of Trustees as soon as possible after such minutes are approved.

H. Personnel Files

1. Upon written request a bargaining unit member shall be given one (1) copy of his/her personnel file without charge each fiscal year.
2. No material of a derogatory nature or critical of the performance of any unit member will be placed in the personnel file until the unit member has been notified of the intention to place the material in the file and given the opportunity to attach a written response.

I. Tuition Policy

1. The college will waive the cost of tuition for full-time bargaining unit members, their spouses and dependents when taking courses at Herkimer County Community 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.
2. For those establishing membership in the Fitness Center following their completion of individual instruction the College will waive the membership fee. All additional College fees must be paid by the enrollee.

J. Search Committee

1. The Professional Association shall have an opportunity to participate in interviews of candidates for the positions of President, Vice Presidents, Deans, Associate Deans and Assistant Deans.
2. Faculty shall be represented on any administrative search for the above referenced positions.

K. Work Schedule

1. Full-time Technical Assistants shall work a thirty-five (35)-hour workweek.

2. Starting and ending times of the work day shall be determined by the appropriate supervisor to correspond to the needs of the College.
3. An employee's work schedule may be changed upon a one week notice to the employee, except in an emergency.
4. All overtime shall be paid at a rate of one and one-half (1 ½) times an employee's regular hourly pay after working thirty-five (35) hours in a work week. Overtime worked on a holiday (listed in Article VIII H) will be paid at a rate of double an employee's regular hourly pay. All overtime must receive prior approval of the appropriate supervisor.
5. When a Technical Assistant, after leaving work, is called in and reports for work other than during his/her regular scheduled time, he/she shall be entitled to a minimum of three (3) hours of pay. He/she will be paid at the overtime rate for the time of actual work and at straight time for the remainder of the three (3) hours.

L. Student Evaluation of Faculty

Procedures for student evaluation of faculty are included in the Faculty Handbook.

ARTICLE VI
SALARIES

A. Salary Increases

1. 2021-2022

- a. Effective September 1, 2021 all bargaining unit employees, except new hires, shall receive a three percent (3.0%) salary adjustment on their individual base salaries.

2. 2022-2023

- a. Effective September 1, 2022 all bargaining unit employees, except new hires, shall receive a two and three-quarters percent (2.75%) salary adjustment on their individual base salaries.

3. 2023-2024

- a. Effective September 1, 2023 all bargaining unit employees, except new hires, shall receive a two and one-quarter percent (2.25%) salary adjustment on their individual base salaries.

B. Base Salary Ranges (effective September 1, 2021 – August 31, 2024)

Professional Association salary schedule for the period September 1, 2021 – August 31, 2024 - See Appendix A.

C. Longevity Adjustments

Full Time bargaining unit members shall receive longevity adjustments following their completion of:

| Time Completed (Years) | Longevity Adjustment |
|------------------------|----------------------|
| • Three (3) | \$700 |
| • Five (5) | \$700 |
| • Seven (7) | \$700 |
| • Ten (10) | \$700 |
| • Twelve (12) | \$700 |
| • Fifteen (15) | \$700 |
| • Seventeen (17) | \$600 |
| • Twenty (20) | \$600 |

- Twenty-Five (25) \$700

1. 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 maximums.
2. Personal leaves will not be used for purposes of computing longevity.

D. Promotion

1. Promotion shall carry the following minimum salary adjustments:
 - Instructor to Assistant Professor \$1,000
 - Assistant Professor to Associate Professor \$1,000
 - Associate Professor to Professor \$1,000

E. Merit for Non-Teaching Faculty, Technical Assistants and Coordinators

1. A maximum of four (4) merit increases of \$1,000 may be awarded to Non-Teaching Faculty in a given academic year. A maximum of four (4) merit increases of \$1,000 may be awarded to Technical Assistants and Coordinators in a given academic year.
2. A person at the maximum salary for his/her position will still be eligible to receive a merit increase.
3. The Promotion and Merit Recommending Committee, elected by the Bargaining Unit, will recommend candidates for merit increases to the President. Non-Teaching Faculty, Technical Assistants and Coordinators may directly apply for merit on the form developed by the Promotion and Merit Recommending Committee. Supervisors may recommend Technical Assistants, Coordinators and non-teaching members of the bargaining unit for merit by sending a letter of recommendation to the President of the College. In such instances, the Promotion and Merit Recommending Committee shall be notified of such recommendation.

F. Annual Maximum Increases

1. Salaries will not exceed the maximum indicated in the salary range (Appendix A) of this contract except where indicated elsewhere within this contract.

G. Extra Service

1. Teaching faculty members may teach no more than fifteen (15) extra service contact hours per academic year, excluding winter mini and summer sessions.
2. During the academic year (Fall/Spring), as well as Winter and Summer semesters, full time faculty shall have right of first refusal to accept any extra service assignments made available by the College, over all other college employees, including adjuncts if such assignments are offered to full-time faculty by the College. The College retains the administrative responsibility to offer courses needed by students, and to assign courses to full-time faculty as part of their annual teaching load.
3. Nothing in Article VI, Section G, Subsection 2 shall otherwise diminish the right of the College to assign courses as part of load, extra service or otherwise as provided in the Collective Bargaining Agreement.
4. Non-Teaching Faculty, Technical Assistants and Coordinators may teach no more than fifteen (15) extra service contact hours per academic years with the approval of their supervisor. They will not be allowed to teach during their regular work hours.
5. Extra service courses may be taught in a day or evening by bargaining unit members subject to prior approval by the chief academic officer or designee.

6. Rates per contact hour:

a. Effective through the duration of this contract:

| | |
|-----------------------|-------|
| • Professor | \$735 |
| • Associate Professor | \$715 |
| • Assistant Professor | \$690 |
| • Instructor | \$675 |
| • Lecturer | \$675 |

7. Rates for Non-Teaching Faculty and Coordinators performing extra service shall be \$25 per hour. Technical Assistants extra service shall be one and one-half (1 ½) times their hourly rate.

A Non-Teaching Faculty member, Technical Assistant or Coordinator who is assigned to perform the duties of a higher level position for thirty (30) or more consecutive calendar days may make an application to his/her supervisor for extra compensation. Upon approval of the supervisor, the application will be forwarded to the President for a final determination. If the supervisor denies the application, the employee may appeal the supervisor's denial to the appropriate Department Head (Senior Vice President for Administration and Finance, Provost, or Dean of Students/Director of Athletics). If approved by the Department Head, the application will be forwarded to the President for a final determination.

8. Rates for faculty performing supervision of Independent Study and/or Directed Study is \$50 per credit hour per student.

H. Stipends

1. Stipend for Performing Arts

A faculty member who directs a major extracurricular musical or dramatic production which is approved by the Chief Academic Officer will receive a stipend of \$1,000.

I. Pay Schedule Options

1. Individual bargaining unit members will be paid on a bi-weekly basis over twenty-six (26) or twenty-seven (27) pay periods (depending on the year). Use of the twenty-seven (27) pay period option shall not increase the total salary paid. Teaching faculty may have the option of receiving their salary every pay period from September to June (twenty-one (21) checks).
2. Ten (10) month Non-Teaching Faculty, Technical Assistants and Coordinators may have the option of receiving their salary every pay period from September to June (twenty-two (22) checks.)

**ARTICLE VII
INSURANCE**

A. 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.
3. Bargaining unit members who opt for an HMO or PPO shall have the right to drop 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 according to the following table:

| Hire Date | Type of Plan | | |
|----------------------|---------------------|-------------------|---------------|
| | Individual | Two-Person | Family |
| Pre January 1, 1995 | 10% | 10% | 10% |
| Post January 1, 1995 | 18% | 18% | 18% |

- 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. Bargaining unit employees with a total annual salary of less than \$30,000 shall be subject to the contribution levels for the pre-1995 group.
 - d. Contributions by bargaining unit members shall be made in equal installments from bi-weekly payroll deductions (maximum of two (2) per month.)
6. The deductible for the major medical portion of Blue Cross/Blue Shield conventional health insurance plan will be \$200 individual / \$400 two-person or family.
 7. The co-payments for all HMO's and PPO's may be raised to \$20 for each plan at the discretion of the College.
 8. A bargaining unit member with a spouse who is also a full-time bargaining unit member will be offered either one family plan and \$2900 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.
 9. Any bargaining unit member who is covered by health insurance from another source may sign a waiver of health benefits and receive \$2,900 (annual) waiver reimbursement (to be paid bi-weekly maximum of two (2) per month). The employee may cancel his/her waiver and join a health plan at a regular re-opening date.

10. Any unit employee who has waived coverage must rejoin the health plan at an open enrollment period prior to retirement in order to be eligible for health benefits as outlined in Article IX of this contract.
11. The College and the Association shall mutually explore contracts between each individual and the College that will ensure maintenance of health benefits in retirement.

B. Dental Insurance

1. The College will provide a Blue Shield dental plan (schedule A) to full-time bargaining unit members. Both individual and family coverage will be fully paid for by the College.

C. Term Life Insurance

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

ARTICLE VIII LEAVES

A. Sick Leave

1. Bargaining unit members will earn one (1) sick day per month. Teaching faculty and ten (10) month bargaining unit members will earn ten (10) sick days per year. Twelve (12) month bargaining unit members will earn twelve (12) sick days per year.
2. The total number of sick days that a member may accumulate is:

| | |
|------------------------|----------|
| Teaching Faculty | 170 days |
| Ten month employees | 218 days |
| Twelve month employees | 261 days |
3. Bargaining unit members who are unable to report to work as a result of being ill must notify the appropriate supervisor at least one-half (1/2) hour prior to the start of the employee's work day. Teaching faculty must notify their supervising Associate Dean one (1) hour prior to the start of the faculty members' first scheduled class.

B. Personal Leave

1. All bargaining unit members will be entitled to three (3) personal days per year (September – August), one (1) of which will be charged to sick leave. The unused portion of personal leave shall accumulate as sick leave.

C. Sick Day Pool

1. The purpose of the Professional Association's Sick Day Pool is to provide eligible bargaining unit members with additional sick days once all of their own accrued sick days have been depleted. Bargaining unit members will be allowed to donate one sick day to the pool per year.
2. The Professional Association will be responsible for the administration of the Sick Day Pool. The current policies and procedures of the Sick Day Pool shall not be changed without the mutual agreement of both parties. A copy of the policies and procedures for administering the Sick Day Pool shall be filed with the College.

D. Caregiver Leave

1. 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 Policies and Procedures.
2. Employees may request leaves for the following reasons:
 - a. Because of the birth of a child and to care for such child.
 - b. Placement of a child with the employee for adoption or foster care and to care for such child.
 - c. To care for the employee's spouse, child or parent, if the spouse, child, or parent has a serious health condition.
 - d. When the employee is unable to perform the functions of his/her position because of his/her own serious health condition.
3. For teaching faculty, the end of such leave should coincide with the beginning of a regularly schedule college semester, if possible.

E. Sabbatical Leave

1. After six (6) years of continuous service at the College from the initial date of appointment or from the last sabbatical leave, a faculty member may be granted a sabbatical leave for one (1) year at half (1/2) pay, or one (1) semester at full pay, or one (1) summer at quarter (1/4) pay (a stipend equal to one quarter (1/4) of the individual's annual salary.) Such leave may be used for planned activities: formal education, research, travel, writing and other experiences of professional value. Applications must be approved by the President and the Board of Trustees. Total compensation received while on sabbatical leave may not exceed that of the full time salary except as any excess is offset by the cost of the sabbatical project and/or the stipend for the summer sabbatical. The recipient agrees to return immediately to the College for a period of at least two (2) regular semesters for teaching faculty and one (1) calendar year for non-teaching faculty following the leave. Failure to return would require the repayment of one hundred percent (100%) of the salary and fringe benefits paid during the leave.
2. A leave without pay does not interrupt service. Time on leave, however, does not count toward the six (6) years of continuous service.
3. If a faculty member's request for sabbatical leave is refused by the committee, the committee must notify the individual in writing within thirty (30) days of this decision why the request was not granted.

F. Funerals and Bereavement Leave

1. The College shall permit a bargaining unit employee to absent themselves without loss of salary for a period of time not to exceed three (3) days, one of which will be charged to sick leave, to attend the funeral or for other immediate concerns at the time of death of:
 - Parents (including step & in-law)
 - Grandparents (including step & in-law)
 - Spouse
 - Domestic Partner *
 - Children (including step & in-law)
 - Grandchildren (including step)
 - Siblings (including step & 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.

G. Vacation

1. Employees shall utilize the following table to determine annual vacation days:

| | Vacation Time | |
|---------------------------------|-------------------|------------------|
| | 1-4 years service | 5+ years service |
| Non-Teaching Faculty (12 Month) | 24 days | 24 days |
| hired prior to January 1, 1995, | | plus 5 |
| Non-Teaching Faculty (10 Month) | 12.5 days | 17.5 days |
| Coordinators (12 Month) | 24 days | 24 days |
| hired prior to January 1, 1995, | | plus 5 |
| Coordinators (10 Month) | 12.5 days | 17.5 days |
| Technical Assistants (12 Month) | 15 days | 24 days |
| Technical Assistants (10 Month) | 12.5 days | 17.5 days |

2. Use of vacation time must have the prior approval of the appropriate supervisor.
3. Up to five (5) vacation days may be carried into the next academic year.
4. 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.

H. Holidays

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

| | |
|-------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Day after Columbus Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | Christmas |
| Independence Day | |
| Labor Day | |

2. 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.

I. Four Day Summer Workweek

1. If, at the discretion of the College Administration and with the approval of the Board of Trustees and the Professional Association through a Memorandum of Agreement, a four-day summer workweek is instituted in any year of this agreement the following provision shall hold:
 - a. With the appropriate supervisor's approval, Technical Assistants may accrue a maximum of thirty five (35) compensatory hours (one (1) hour worked equals one and one-half (1 ½) compensatory hours) during the year for the sole purpose of being utilized during summer workday closures. The Memorandum of Agreement will contain all of the other conditions related to the four day summer workweek.

J. Professional Association Release Time

1. The President of the Professional Association (or designee) and the President of the Herkimer College Academic Senate (or designee) shall each receive a maximum of six (6) days of release time during the academic school year for Association or Senate business. Classes missed during the six (6) release days must be covered. Arrangements for coverage must be made with the appropriate Associate Dean with appropriate lead time. No College conference days may be used for Association or Senate business.

2. The President of the Professional Association and the President of the Herkimer College Academic Senate shall each receive three (3) hours or release time from teaching duties per academic semester (fall and spring). This release time shall be independent of any extra service or negotiated extra duties.
3. The parties agree that the terms of this agreement are without precedent and shall not constitute a past practice.

ARTICLE IX RETIREMENT BENEFITS

A. Retirement Plans

1. All full time bargaining unit members must join one of the following three retirement plans:
 - a. NYS Employees' Retirement System (ERS)
 - b. NYS Teachers' Retirement System (TRS)
 - c. Optional Retirement Program (TIAA-CREF, AETNA, MET, VALIC)

B. Unused Sick Leave at Retirement

1. When a bargaining unit member retires, unused sick leave shall be used in one of the following ways:
 - a. Additional ERS service credit for members of the New York State Employees' Retirement System as provided by Section 41-j of the New York Retirement and Social Security Law, or
 - b. Pay to the bargaining unit member 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.
2. The bargaining unit member must make a written declaration for either the 1(a) or 1(b) option.

C. Post-Employment Health Insurance

1. All employees hired prior to January 1, 1995 who have continued with unbroken employment with the College for ten (10) years or more (official approved leaves of absence are not considered broken service), and who are at least fifty five (55) years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, two-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees who retire under this agreement, shall make the same percentage contribution toward health insurance as when last employed by the College.

2. Employees hired between January 1, 1995 and August 31, 2000 who have continued with unbroken employment with the College for fifteen (15) years or more (official approved leaves of absence are not considered broken service), and who are at least sixty (60) years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, two-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees, who retire under this agreement, shall make the same percentage contribution toward health insurance as when last employed by the College.

3. Employees hired on or after September 1, 2000 who have continued with unbroken employment with the College for fifteen (15) years or more (official approved leaves of absence are not considered broken service), and who are at least sixty (60) years of age, are entitled to an individual health insurance plan.

Retirees, who retire under this agreement, shall make the same percentage contribution toward health insurance as when last employed by the College.

Should an employee opt for a two-person or family plan (if eligible) at the time of retirement, he/she would be responsible for one hundred percent (100%) of the difference in premiums between the individual and two person or family plan.

4. If a retiree in any of the categories listed above (1-3) has family or two person coverage that is changed to individual coverage due to a change in family status, he/she will not be eligible to qualify for family coverage at any time in the future.

D. Notice of Retirement for Teaching Faculty

1. Retirement for teaching faculty can take place only at the end of a semester. Written notice must be given to the President of the College six (6) months prior to the retirement date.

ARTICLE X INTELLECTUAL PROPERTY

- A. A course offered by the College and the materials developed to meet the requirements for College approval of a course (course description, goals, objective), are considered the property of the College.
- B. It is understood that an individual bargaining unit member's lesson plans and materials generated in support of those lesson plans (such as, but not limited to, a unit member's notes, handouts, syllabi, audio-visual and computerized presentations, and tests) are the property of the bargaining unit member. This covers both on campus and the on-line member's formats. Bargaining unit members are encouraged to share such materials in a collegial fashion, but are not obligated to do so.
- C. Any product of a physical, intellectual, and/or artistic nature, which may be produced in the course of the bargaining unit member's employment at the College, and any proceeds deriving from them, shall remain the property of the bargaining unit member. The use of College equipment or consumable materials in the preparation of a product from which a faculty member would receive profit must be authorized by the Chief Academic Officer.

ARTICLE XI PROMOTION

- A. Promotion of teaching faculty in rank shall be by the Board of Trustees based on the President's recommendation. A faculty committee shall be elected by the bargaining unit to make recommendations to the President.

- B. To be considered for promotion, a teaching faculty member must meet minimum standards for the desired academic rank; demonstrate mastery of subject matter, effectiveness of teaching, service to the College and to the community which the College represents and professional growth. The faculty are expected to prepare a professional growth plan which may consist of formal classes, readings, workshops, conferences or other professional activities. This should be done in consultation with the appropriate Associate Dean and Chief Academic Officer.

- C. Qualifications for Promotion to Academic Ranks:

- 1. Professor

- Doctoral degree, professional diploma, or Master's degree and a minimum of two hundred (200) semester hours of college credit, including not less than sixty (60) semester hours of college credit on the graduate level, thirty (30) of which must be in the field of specialization and ten (10) years of professional experience, eight (8) of which must be successful teaching on the college level.

- 2. Associate Professor

- Professional diploma or a Master's degree in the field of specialization and a minimum of one hundred eighty (180) semester hours of college credit, not less than forty five (45) on the graduate level of which thirty (30) must be in the field of specialization and eight (8) years of professional experience, six (6) of which must be successful teaching on the college level.

- 3. Assistant Professor

- Master's degree (or professional diploma) and a minimum of one hundred sixty (160) semester hours of college credit including not less than thirty six (36) hours on the graduate level and four

(4) years of professional experience of which two (2) must be successful teaching on the college level.

The preceding qualifications for academic ranks were drawn up to act as a guide to minimal quantitative qualifications for promotion to the several ranks. Meeting such qualifications is no assurance of appointment at or promotion to the rank for which qualifications are held.

Variance from the quantitative criteria by the faculty member shall be an administrative decision.

With the prior approval of the Chief Academic Officer, up to five percent (5%) of an employee's credits may be CEU equivalents at the rate of ten (10) CEU's equal to one (1) credit hour.

D. Longevity Requirements

1. An individual may be considered during the year in which he/she will complete the minimum longevity requirements.

| | Professor | Associate Professor | Assistant Professor |
|----------------------------------|-----------|---------------------|---------------------|
| Years of Professional Experience | 10 | 8 | 4 |
| Years of College Level Teaching | 8 | 6 | 2 |
| Years of Previous Academic Rank | 5 | 4 | 2 |
| Years at HCCC | 5 | 4 | 2 |

ARTICLE XII EMPLOYMENT

A. Duration of Appointments

1. Initial appointments to the bargaining unit positions are ordinarily for one year subject to renewal for an additional one (1), two (2) or three (3) year term. All appointments terminate as stated in the letter of appointment.
2. At the end of the penultimate semester of an appointment, the bargaining unit member's Associate Dean or supervising Vice President/Dean will notify those employees in writing if the Associate Dean or Vice President/Dean would not recommend renewal of appointment at that point in time. Formal notification of renewal of an initial appointment shall be made in writing by the President of the College not later than March 25th. Formal notification of non-renewal of subsequent appointments shall be made by the President of the College in writing not later than March 25th. The date of formal notification may be altered provided the President of the College and the bargaining unit member concerned mutually agree.
3. The services of bargaining unit member's term appointments shall cease automatically at the end of their specified terms. There shall be no right of appeal from a non-renewal of a one (1), two (2) or three (3) year term appointment.
4. At the end of the second term appointment, all non-teaching faculty who at the discretion of the college are renewed, shall normally receive a five year reappointment.
5. Based on annual performance reviews, however, a non-teaching faculty member may receive a two year reappointment when warranted. There shall be no right of appeal from a non-renewal of an appointment provided herein.

B. Tenure

1. The probationary period at Herkimer County Community College will not exceed five (5) years from the initial appointment. At the discretion of

the Board of Trustees, however, a teaching faculty member may receive tenure from the date of initial appointment.

2. If tenure is not granted, it shall be assumed that the best interests of the College shall be served by non-renewal of appointment and the faculty member shall be so notified under the provisions for non-reappointment set forth above.
3. If a teaching faculty member does not receive tenure at the end of five (5) years, he/she may be granted a one (1) or two (2) year probationary appointment, during which, at any time, he/she may be granted tenure or a five (5) year appointment. This one (1) or two (2) year term may not be renewed.

C. Termination

1. Tenured faculty and those teaching faculty on five (5) year appointments are subject to dismissal for cause or retrenchment. Non-teaching faculty on a five (5) year appointment are subject to dismissal at any time for cause.
2. Non-tenured faculty are subject to non-renewal of term appointment without cause and are subject to dismissal at any time for cause under the same conditions as are tenured faculty.
3. Causes for dismissal shall include:
 - a. Insubordination
 - b. Immoral conduct or conduct unbecoming a faculty member
 - c. Inefficiency
 - d. Incompetence or neglect of duty
 - e. Non-feasance, mis-feasance, or mal-feasance

D. Resignations

1. A member of the bargaining unit, recognizing the generally accepted principles of professional ethics in regard to resignations, shall give notice of his/her intention to resign at the earliest possible opportunity. The teaching faculty member shall normally submit a resignation no

later than thirty (30) days following his/her reappointment, nor later than May 15, whichever occurs later. In any case, the bargaining unit member will give a minimum of thirty (30) days' notice.

E. Disciplinary Procedure

1. A bargaining unit member entitled to the disciplinary protections herein, may be disciplined, up to and including dismissal or suspension for just cause. Prior to the imposition of the disciplinary penalty, the bargaining unit member shall be served with a Notice of Discipline signed by the President of the College or designee setting forth the reasons therefore and the proposed discipline. A copy of the Notice of Discipline shall be mailed to the President of the Association within three (3) calendar days of the service of the Notice of Discipline upon the employee.
2. If the employee objects to the proposed discipline, the employee must serve an answer within ten (10) calendar days of receipt of the Notice of Discipline. Upon request a hearing will be scheduled. Pending final disposition of the Notice of Discipline, the employee may be suspended without pay if it is determined that it is in the best interest of the College not to have the employee on campus.
3. The hearing upon such charges shall be held within thirty (30) calendar days of the service of the answer and shall be conducted by a hearing officer designated by the President of the College. The College and the employee shall have the right to be represented by counsel or a designated representative and shall have the right to call witnesses, present evidence and conduct a cross examination of all witnesses. The formal rules of evidence shall not apply. A transcript of the hearing shall be made available to the parties.
4. Within thirty (30) calendar days of the close of the hearing, the hearing officer shall make a written report to the President, containing findings, conclusions and recommendations.
5. Within ten (10) calendar days from receipt of the hearing officer's recommendation, the President shall render a decision setting forth the penalty, if any, to be imposed.
6. If the employee objects to the decision of the President, the employee, within ten (10) calendar days of receipt of the President's decision, must

appeal said decision to the Board of Trustees. The Board of Trustees shall review the record and issue a final determination within thirty (30) days of the appeal.

ARTICLE XIII RETRENCHMENT

- A. The services of any member of the bargaining unit may be terminated in the event of demonstrated financial exigency, or service or program area elimination. Retrenchment shall be on the basis of seniority from the most recent date of full-time employment at the College.
- B. The parties agree to form a committee on retrenchment to function as an advisory, counseling, and planning body for unit members in jeopardy of retrenchment. The committee shall also assist in the implementation of Items 1-7 below. The committee shall be comprised of the Chief Academic Officer, the Associate and Assistant Deans, the President of the Professional Association and three (3) unit members appointed by the Personnel Policies Committee of the Professional Association.
1. For teaching faculty, seniority shall be used to establish the order of retrenchment within discipline. Teaching faculty need not establish competency for courses already successfully taught within their discipline area. Teaching faculty may use prior study, sabbaticals, and appropriate experience to demonstrate new areas of competency. The College shall make every effort to avoid retrenchment. Teaching faculty in danger of retrenchment may teach mini or summer sessions without extra pay or may perform other duties at any time during the fiscal year commensurate with their capabilities. Additionally, present extra service offerings at the College shall become part of the regular teaching assignment of teaching faculty who might otherwise be retrenched provided the teaching faculty member has the competency to teach such courses.
 2. For non-teaching faculty, seniority shall be used to establish the order of retrenchment within service or program areas.
 3. For Technical Assistants and Coordinators, seniority shall be used to establish the order of retrenchment within service or program areas.

4. Before retrenching a bargaining unit member, the College shall make a reasonable effort to place him/her in another suitable position. The College should attempt to notify a unit member at least one (1) year in advance of possible retrenchment.
5. A retrenched unit member shall be entitled to such unemployment compensation benefits as authorized by law.
6. No full-time unit member will be retrenched prior to a part-time employee, provided the unit member has the necessary competency to perform the duties.
7. A unit member who is retrenched from the College shall be placed on a preferred hiring list for two (2) years, and shall retain all prior rights up to the date he/she was placed on the list. For teaching faculty, this shall include the same rank, tenure status, and salary he/she had at the time of retrenchment. For non-teaching faculty, Technical Assistants and Coordinators, this shall include the salary the employee had at the time of retrenchment and a term appointment equivalent to what the employee had at the time of retrenchment.

ARTICLE XIV

FACULTY HANDBOOK

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

ARTICLE XV

GRIEVANCE PROCEDURE

The following statements outline the procedures by which grievances shall be resolved at Herkimer County Community 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 Professional Association.

C. Rights to Representation

1. The Board of Trustees shall recognize a grievance committee upon its selection by the Association. At least one Association 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 Association.
3. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected by the Association.

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, and any employees who are present during working hours shall be excused from duty other than teaching classes without loss of pay.
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 Association. The development of such forms shall not delay any grievance.

E. The Formal Grievance Procedure shall be as follows:

Step One:

1. If the grievant is a teaching faculty member, or a group of teaching faculty members from a common division, the representative or grievant(s) shall formally initiate the grievance by presenting it in writing to the appropriate Associate Dean 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 Associate Dean shall be obliged to communicate in writing his/her decision to the grievant before the end of the eighth (8th) calendar day after the grievance has been presented.
2. Non-teaching faculty members, Technical Assistants and Coordinators shall initiate their grievances at Step Two.
3. The Professional Association, or any group of faculty members not from a common division, shall initiate their grievances at Step Two in accordance with the same procedures and times limits as #1 above.
4. 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. In the case of teaching faculty members of the bargaining unit, if the grievance has not been satisfactorily resolved at Step One, the grievant or his/her representative may appeal to the chief academic officer within fourteen (14) calendar days after receiving the decision rendered in Step One.
2. In the case of non-teaching members of the bargaining unit, the grievant or his/her representative must initiate his/her grievance with his/her immediate supervisor (e.g., Chief Academic Officer, Dean of Students, Senior Vice President for Administration and Finance, or President of the College) within thirty (30) calendar days of the occurrence of the action which prompted the grievance.
3. The appropriate supervisor shall then be obliged to communicate in writing his/her decision to the grievant within fourteen (14) calendar days after receiving the grievant's complaint.

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 XVI

DURATION

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

ARTICLE XVII
AGREEMENT

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

Dated this ____ day of _____ 2021 at Herkimer , New York.

Dated: _____, 2021

HERKIMER COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

By: _____

Mrs. Isabella Crandall, Chairperson
Herkimer College Board of Trustees

Dated: _____, 2021

HERKIMER COUNTY COMMUNITY COLLEGE

By: _____

Dr. Cathleen McColgin, HCCC President

Dated: _____, 2021

HERKIMER COUNTY COMMUNITY COLLEGE
PROFESSIONAL ASSOCIATION

By: _____

Kathleen Stables, HCCCPA President

Appendix A: Unit Member Titles and Salary Minima/Maxima

Professional Association Salary Schedule
for the period September 1, 2021 - August 31, 2024

| | Minimum | Maximum |
|--|---------|---------|
| Teaching Faculty | | |
| Professor | 55,145 | n/a |
| Associate Professor | 47,030 | 70,545 |
| Assistant Professor | 44,220 | 66,330 |
| Instructor | 41,620 | 62,430 |
| Lecturer | 40,055 | 60,085 |
| Non-Teaching Faculty (12 Month) | | |
| Academic Support Center Specialist/Academic Coach | 43,910 | 65,865 |
| Admissions Assistant | 36,415 | 54,625 |
| Advisement Center Specialist | 36,415 | 54,625 |
| Counselor | 43,910 | 65,865 |
| Financial Aid Assistant | 36,415 | 54,625 |
| Librarian | 43,910 | 65,865 |
| Senior Admissions Assistant | 43,700 | 65,550 |
| Senior Financial Aid Assistant | 43,700 | 65,550 |
| Systems Programmer/Analyst | 41,620 | 62,430 |
| Non-Teaching Faculty (10 Month) | | |
| Academic Support Center Specialist | 36,675 | 55,015 |
| Counselor | 36,675 | 55,015 |
| Librarian | 36,675 | 55,015 |
| Student Athlete Academic Specialist | 36,675 | 55,015 |
| Coordinators (12 Month) | | |
| College Now Specialist | 39,535 | 59,305 |
| Coordinator of Admissions Services | 39,535 | 59,305 |
| Coordinator of Athletics and Physical Education | 39,535 | 59,305 |
| Coordinator of Health Services | 39,535 | 59,305 |
| Coordinator of International Academic Programming | 39,535 | 59,305 |
| Coordinator of Public Relations | 39,535 | 59,305 |
| Coordinator of Radio/TV Services | 39,535 | 59,305 |
| Coordinator of Services for Students with Disabilities | 39,535 | 59,305 |
| Coordinators (10 Month) | | |
| | 33,010 | 49,515 |
| Technical Assistants (12 Month) | | |
| Applications Support Technician | 35,815 | 53,725 |
| Network Technician | 35,375 | 53,065 |
| Systems Technician | 35,375 | 53,065 |
| Technical Assistant - Academic Support Center | 35,375 | 53,065 |
| Technical Assistant - Athletics & Physical Education | 33,815 | 50,725 |
| Technical Assistant - Business & Purchasing | 35,815 | 53,725 |
| Technical Assistant - Business Office | 35,815 | 53,725 |
| Technical Assistant - Community Education | 33,815 | 50,725 |
| Technical Assistant - Financial Aid | 35,815 | 53,725 |
| Technical Assistant - International Programs | 33,815 | 50,725 |
| Technical Assistant - Internet Academy | 37,455 | 56,185 |
| Technical Assistant - Internet Academy Client Services | 37,455 | 56,185 |
| Technical Assistant - Math/Science/Technology | 39,535 | 59,305 |
| Technical Assistant - Physical Fitness Center | 33,815 | 50,725 |
| Technical Assistant - Play & Learn Center | 37,455 | 56,185 |
| Technical Assistant - Radio/TV | 35,375 | 53,065 |
| Technical Assistant - Registrar Office | 35,815 | 53,725 |
| Technology Support Technician | 36,935 | 55,405 |
| Technical Assistants (10 Month) | | |
| Technical Assistant - Athletics & Physical Education | 28,250 | 42,375 |
| Technical Assistant - Computer & CJ Labs | 29,915 | 44,875 |
| Technical Assistant - Math/Science/Technology | 33,025 | 49,540 |
| Technical Assistant - Play & Learn Center | 29,915 | 44,875 |
| Technical Assistant - Radio/TV | 29,915 | 44,875 |
| Technical Assistant - Registrar Office | 29,915 | 44,875 |
| Technical Assistant - Telecommunications | 29,915 | 44,875 |

Appendix B:

Asynchronous Instruction:

- A. The College will provide faculty members who participate:
 - 1. A development stipend of \$335 per contact hour for the first time a course is taught.
 - 2. An incentive payment of \$600 per semester (fall and spring only) for any faculty 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.

HERKIMER COUNTY COMMUNITY COLLEGE

REPORT TO BOARD OF TRUSTEES

Report No.
Resolution No. **21-2**
Date: September 20, 2021

Title of Report: Approval of Professional Association Contract 2021 - 2024

Report: The College Administration's Negotiations Committee, together with Legal Counsel and the representatives from the Professional Association, have met to discuss a successor agreement for the contract which expired on August 31, 2021. A tentative agreement was reached on August 30, 2021.

Details of the tentative agreement are summarized in the attached Memorandum of Agreement.

Recommendation: It is the recommendation of the College Administration that the Board of Trustees approve the tentative agreement.

Resolution Statement: No. 21-2

The Herkimer County Community College Board of Trustees, at its meeting held on September 20, 2021, passed the following resolution:

RESOLVED, That the Board of Trustees of Herkimer County Community College approve the agreement between Herkimer County Community College and the Professional Association for a three-year contract covering the period of September 1, 2021 through August 31, 2024.

I, Joan C. Prymas, certify that the above resolution, No. 21-2, is true and correct.

Signed: Joan C. Prymas
Secretary to the Board of Trustees

Dated: September 20, 2021

**Summary of Changes to Collective Bargaining Agreement
with the
Herkimer County Community College Professional Association**

- **Agency Fee** - Language removed
- **Teaching Faculty** - Previous Language:
"Teaching faculty will be required to report no more than five (5) workdays prior to the first day of classes. New faculty will be required to report no more than seven (7) workdays prior to the first day of classes."

New Language:
"Teaching faculty will be required to report no more than three (3) workdays prior to the first day of classes. New faculty will be required to report no more than five (5) workdays prior to the first day of classes."
- **Office Hours** - Add new language:
"Faculty members may conduct up to one hundred (100) minutes of their office hours virtually."
- **Salary Increases** - "Effective September 1, 2021, all bargaining unit employees, except new hires, shall receive a three percent (3.0%) salary adjustment on their individual base salaries."

"Effective September 1, 2022 all bargaining unit employees, except new hires, shall receive a two and three-quarters percent (2.75%) salary adjustment on their individual base salaries."

"Effective September 1, 2023 all bargaining unit employees, except new hires, shall receive a two and one-quarter percent (2.25%) salary adjustment on their individual base salaries."
- **Extra Service** - Previous Language:
"Teaching faculty 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, excluding with mini and summer sessions."

New Language:
"Teaching faculty members may teach no more than fifteen (15) extra service contact hours per academic year, excluding winter mini and summer sessions."
- **Extra Service** - Rate for non-teaching faculty and coordinators performing extra service raised from \$20/hour to \$25 per hour.
- **Extra Service** - New Language:
"A Non-Teaching Faculty member, Technical Assistant or Coordinator who is assigned to perform the duties of a higher level position for thirty (30) or more consecutive calendar days may make an application to his/her supervisor for extra compensation. Upon approval

of the supervisor, the application will be forwarded to the President for a final determination. If the supervisor denies the application, the employee may appeal the supervisor's denial to the appropriate Department Head (Senior Vice President for Administration and Finance, Provost, or Dean of Students/Director of Athletics). If approved by the Department Head, the application will be forwarded to the President for a final determination."

- **Stipend for Coaching Intercollegiate Athletics** - Removed from contract
- **Longevity Adjustments to Coaching Stipends** - Removed from contract
- **Vacation** - Vacation leave for Technical Assistants who work 12 months with 5+ years of service increased from 21 days per year to 24 days per year
- **Vacation** - Previous Language:
"Vacation days may not be carried into the next academic year. Twelve (12) month employees must use all of their days by August 31. Ten (10) month employees must use all of their days by June 30, or the end of their annual professional responsibility, whichever comes first."

New Language:
"Up to five (5) vacation days may be carried into the next academic year."
- **Holidays** - Add Juneteenth
- **Salary Schedule** - Removed Titles:
Director of Student Activities
Director of International Programs
- **Asynchronous Instruction** - Sunset date changed to August 31, 2024

8/25/2021

MEMORANDUM OF AGREEMENT

By and Between

Herkimer County Community College

And the

***Herkimer County Community College
Professional Association***

WHEREAS, the Herkimer County Community College ("College") and the Herkimer County Community College Professional Association ("PA") are signatories to a Collective Bargaining Agreement for the term September 1, 2020 through August 31, 2021; and

WHEREAS, the College and the PA entered into good faith negotiations for a successor Collective Bargaining Agreement; and

WHEREAS, the College and the PA have come to an agreement for a successor Collective Bargaining Agreement for the term September 1, 2021 through August 31, 2024; and

WHEREAS, the agreements between the parties are codified and set forth in Attachment A annexed hereto; and

WHEREAS, the parties enter into this Memorandum of Agreement incorporating the modifications into Attachment A.

NOW, AS AND FOR A MEMORANDUM OF AGREEMENT, the parties hereto agree as follows:

1. Attachment A annexed hereto shall constitute the Memorandum of Agreement as contract modifications entered into in good faith by the parties.
2. This Memorandum of Agreement is subject to ratification and approval by the membership of the PA and the Board of Trustees of the College.

8/25/2021

3. Upon mutually ratification/approval of the Memorandum of Agreement, the parties hereto shall enter into a Collective Bargaining Agreement incorporating the provisions contained in Attachment A annexed hereto.

Dated: August 20, 2021

**HERKIMER COUNTY COMMUNITY
COLLEGE BOARD OF TRUSTEES**

By: 
Isabella S. Crandall, Chair

Dated: August 27, 2021

**HERKIMER COUNTY COMMUNITY
COLLEGE**

By: 
Dr. Cathleen McColgin, President

Dated: August 26, 2021

**HERKIMER COUNTY COMMUNITY
COLLEGE PROFESSIONAL ASSOCIATION**

By: 
Kathleen Stables, President