

Special Meeting, Board of Trustees
Dutchess Community College
August 23, 2022

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Memorandums of Agreement with Dutchess United Educators:
 - A. 2020-2025 Full-time Contract (Res. #2022-59)
 - B. 2020-2025 Part-time Contract (Res. #2022-60)
 - C. Nursing Salary Adjustments (Res. #2022-61)
- VI. Date of Next Meeting – **September 27, 2022**
- VII. Adjournment

IV. Approval of Memorandums of Agreement with Dutchess United Educators:

- A. 2020-2025 Full-time Contract (Res. #2022-59)
- B. 2020-2025 Part-time Contract (Res. #2022-60)

The full-time and part-time collective bargaining agreements between the College and Dutchess United Educators (DUE) expired on August 31, 2020. Negotiations for successor contracts have concluded and the above listed Memorandums of Agreement (MOA) have been established.

The settlement extends the provisions of the 2016-2020 contracts through August 31, 2025 except with the modifications outlined in the aforementioned MOAs.

The DUE membership has ratified the contracts as proposed.

- C. Nursing Salary Adjustments (Res. #2022-61)

As part of the aforementioned negotiations, a review of the salaries for nursing teaching educators was conducted. Based upon this review, it was determined that the current salaries of the incumbent nursing faculty need to be adjusted.

RESOLUTION NO. 2022-59

Board of Trustees, Dutchess Community College
August 23, 2022

_____ offers the following resolution and moves its adoption:

WHEREAS, existing bargaining agreements between Dutchess Community College and Dutchess United Educators (DUE) expired on August 31, 2020, and

WHEREAS, the College and DUE have come to agreement on the terms of a successor contract for the full-time DUE membership for the period September 1, 2020 through August 31, 2025, as outlined in the attached Memorandum of Agreement (MOA), which shall be attached to the official minutes on file, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said MOA, and be it

FURTHER RESOLVED, that said MOA be forwarded to the Dutchess County Legislature for its consideration and approval.

* * * * *

Seconded by _____

MEMORADUM OF AGREEMENT

DUTCHESS COUNTY COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS FULL-TIME UNIT

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period September 1, 2016 through August 31, 2020 be extended for a period of five (5) years covering the period of September 1, 2020 through August 31, 2025. The predecessor contract, shall remain unchanged except as modified below:

1. Revise pronouns he/she, him/her, his/hers to they/them or their/theirs as applicable throughout the agreement.
2. Revise Article 1: Groupings As Follows:

GROUP I

Academic Coach
Admissions Counselor
Admissions Coordinator of Housing
Assistant Director of Academic Services and Testing
Assistant Director of Advising Services
Assistant Director of DCC Foundation
Assistant Director of Financial Aid
Assistant Director of Student Activities
Assistant Librarian
Assistant Registrar
Associate Director of Mary Louis Van Winkle Teaching Learning Center (TLC)
Community Based Learning Coordinator
Coordinator of Advising Services
Coordinator of Campus Events and Dining
Coordinator of Career and Employment Services
Coordinator of Disability Services
Coordinator of Emergency Services Program
Coordinator of Health Services
Coordinator of Secondary School Partnerships and Initiatives
Coordinator of Student Judicial Processes
Coordinator of Transfer Services
Coordinator of Veterans Resources
Development Coordinator of the DCC Foundation
Director of Campus Events and Food Service Operations
Diversity Admissions Counselor (previously Admissions/Minority Counselor)
EOP Counselor
Grants & Institutional Research Analyst
Pathways Communication Coordinator
Prior Learning Assessment (PLA) Coordinator
Registrar Counselor

Student Resource Navigator
Title III Program Coordinator
TRIO Student Success Coach
Workforce Pathways Coordinator

GROUP II

Assistant Dean of Administration for Facilities Planning and Safety
Assistant Dean of Administration for Financial Services
Assistant Dean of Community Services
Assistant Dean of Student Services
Assistant Dean of Student Services & Director of EOP
Assistant Director of Campus Security and Safety
Assistant Director of Counseling and Career Services
Associate Director of Financial Aid
Associate Director of Institutional Research, Effectiveness and Planning
Associate Librarian
Associate Registrar
Bursar
Coordinator of Aviation Maintenance Technology Program
Coordinator of EOP
Director of Academic Services and Testing
Director of Accommodative Services
Director of ACT Center
Director of C-Step
Director of Counseling
Director of Instructional Technology and eLearning
Director of Mental and Physical Health Services
Director of Programs DCC Fishkill
Director of Residence Life and Assistant Director of Student Conduct
Director of Secondary & Post-Secondary School Partnerships
Director of Student Life
Director of Student Activities
Director of Student Conduct and Community Standards
Director of TRIO

GROUP III

Associate Dean of Community Services and Special Programs
Associate Dean of Student Services
Director of Admissions
Director of Campus Security and Safety
Director of Financial Aid
Director of Grants
Director of Institutional Research, Planning and Assessment

Director of Library
Director of Student Accounts
Registrar

GROUP A

Assistant Conduct Coordinator
College Affairs Writer
Coordinator of CSTEP
Coordinator of ESL Program
Coordinator of High School Equivalency Program
Coordinator of Testing
Coordinator of Workforce Education
Development Coordinator of the DCC Foundation
Director of Campus Safety
Director of the Math and Science Center
Director of Payroll
Director of Scheduling
Multimedia Content Producer
Print and Multimedia Designer

GROUP B

CIS Lab Assistant
Clinical Lab Coordinator – Nursing
Coordinator of Graduation and Completions
Field Lab Supervisor/ Instructor
Lab Assistant
Nursery School Educator
Nursing Lab Assistant
Technical Specialist
Webmaster (previously Website Specialist)

OTHER

Full-time Non-Teaching Educators on Grant-Funded Appointments

3. Update Section 4.02(a) “Release Time for DUE Leaders” to reflect MOA signed February 26, 2019, as follows:

A teaching educator serving as President of DUE will be released from ~~six contact hours per academic year and committee assignments~~ **fifty percent of annual contractual load to be distributed between Fall and Spring semesters. The cost to cover the reassigned time will be equally shared by DUE and the College**

4. Revise Section 4.03 entitled "Reassigned Time For PSO Chair" as follows:

~~Effective with the fall 2017 semester,~~ A teaching educator serving as chair of the PSO will be released from six contact hours per academic year. **A Non-teaching Educator serving as chair of the PSO will be compensated with the equivalent of six contact hours at the overload rate per academic year. The NTE serving as chair of the PSO shall still be responsible to perform their regular job duties.**

5. Revise Section 4.04 which is entitled "Distribution of Agreement" as follows:

Copies of this Agreement shall be available to view and download on the College's website. printed by the Board of Trustees and 400 copies shall be given to the Dutchess United Educators The College shall not be obligated to provide copies of this Agreement to any unit member.

6. Revise Section 5.06 which is entitled "Vacations, Holidays, Personal Leave, And Compensatory Time For Non-Teaching Educators", as follows:

(c) Personal Leave

The Board of Trustees shall grant non-teaching educators four days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. **To facilitate proper staffing and smooth operation of College offices, non-teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).**

7. Revise Section 5.06(d) which is entitled "Compensatory Time," as follows:

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job related work required to be performed outside of the Non-Teaching Educator's regular work schedule.

Such additional required work, whenever feasible, using the College's provided form must be preapproved by the Non-Teaching Educator's supervisor and the division VP or designee.

Compensatory time is cumulative up to a maximum of ~~5~~ 7 days per fiscal year. The College's unit for computation of accrual shall not be less than one half hour. Required attendance on a non-work day will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first ~~45~~ 90 days of the new fiscal year and shall not be liquidated in cash at any time.

8. Add a new Subsection (g) to Section 5.06 entitled "Flex Time" to read as follows:

Non-Teaching Educators are permitted to flex their work week, with approval from their direct supervisor, and the area Dean or Vice President, or their designee. In the event that the area Dean or Vice President or their designee is not available at the time the request (when the request is done on an emergency basis) is made, then the NTE could charge their leave accrual and request on the following day from the area Dean or Vice President or their designee to make up the time during the pay period instead of having their leave accrual charged.

Non-Teaching Educators will work 70 hours within the pay period they flex. If not possible to make up the time within the pay period, benefit time must be used. Non-Teaching Educators requesting flex time will notify their supervisor, in writing, as soon as possible for the need to flex their time. When possible, this request will be provided to the direct supervisor two weeks in advance. Flex time is to be used for the occasional need to flex a Non-Teaching Educator's work schedule and scheduled flex time must be mutually agreed upon, in writing, by the Non-Teaching Educator and direct supervisor.

The College may request, in writing, for a Non-Teaching Educator to flex their work schedule to accommodate an identified institutional or student need. When possible, this request will be provided, in writing, two weeks prior to the referenced date. If the Non-Teaching Educator and supervisor are in agreement regarding the College's request, the Non-Teaching Educator may flex their schedule to accommodate the College's request or may choose to receive compensatory time. Should the Non-Teaching Educator be unable to accommodate the request, this will not be used against the Non-Teaching Educator in future time-off requests or performance reviews.

In the case where a Non-Teaching Educator's position is designated as an overtime-eligible position, the College will notify the employee and their supervisor that the employee is permitted to flex time only within a single work week, rather than the 70 hour pay period for NTEs who are not eligible for overtime.

9. Add a new Subsection (h) to Section 5.06 entitled "Option For Remote Work" to read as follows:

The College shall invite the Union President or their designee to serve on any College-wide committee that is formed to address remote work that could affect DUE Unit members. Such committee shall be established no later than six (6) months following the ratification of this Agreement. All final decisions relative to remote work shall rest with the College President and the Board of Trustees.

10. Add a new Section 5.06 (i) which is entitled "On-Call Employee Compensation" to read as follows:

(i) On-Call Employee Compensation

Should a Full-Time Non-Teaching Educator be called in for unscheduled work outside of their regularly scheduled work week (and this period is not contiguous to their work day), they shall be compensated for a minimum of three hours at the negotiated rate. If the period exceeds three hours, they shall be compensated for hours worked at the appropriate negotiated rate.

Should a Full-Time Non-Teaching Educator be called to work within three hours of the start of their shift, these duties shall be extended to be contiguous with the normal work day and will either be reimbursed at the appropriate negotiated rate until the start of the normal work shift, or the Educator may choose to receive compensatory time for up to three hours. The On-Call Employee Compensation rate will be negotiated between DUE and the College.

11. Revise Section 5.08 which is entitled "Sick Leave For Teaching Educators", to include a new Subsection (a) to read as follows:

(a) Required Medical Documentation for Sick Leave

An employee who has a sick leave absence of five consecutive work days or more must present medical documentation substantiating the need for the absence.

12. Revise Section 5.08 which is entitled "Sick Leave For Teaching Educators", Subsection (f) as follows:

Accumulated sick leave may be used for personal illness, ~~family illness~~, and for bereavement. **A maximum of 45 days of sick leave per year may be used for family illness.** Family illness is illness of a parent, spouse/~~domestic partner~~, or child. **The term "domestic partner" shall be defined in accordance with the New York State Public Health Law Section 2961, as amended from time to time.**

13. Revise Section 5.09 which is entitled "Sick Leave for Non-Teaching Educators" Subsection (f) as follows:

Accumulated sick leave may be used for personal illness, ~~family illness~~, and for bereavement. **A maximum of 45 days of sick leave per year may be used for family**

illness. Family illness is illness of a parent, spouse/**domestic partner**, or child. **The term "domestic partner" shall be defined in accordance with the New York State Public Health Law Section 2961, as amended from time to time.**

14. Revise Section 5.11 which is entitled "Personal Leave For Teaching Educators" as follows:

5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators three days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. **To facilitate proper staffing and smooth operation of College offices, teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).**

15. Revise Section 5.12 entitled "Maternity And Paternity Leave," to read as follows:

5.12 Parental Leave

The College supports the fact that educators need time to care and bond with their newborn/newly adopted child(ren)/new placement of a foster child(ren).

(a) Guiding Principles for Parental Leave

- i. Parental Leave is a temporary absence from an educator's position.
- ii. The intention of Parental Leave is to relieve educators of all work-related responsibilities during the period of leave.
- iii. The position of an educator, and the benefits associated with this position will not be affected during any approved Parental Leave.
- iv. The College is allowed to fill the job duties with a temporary replacement.
- v. Parental Leave will run concurrently with the Family and Medical Leave Act (FMLA) leave period. If legislation is passed that overrides the FMLA, at either the state or federal level, at that time, the College and DUE will address what changes the new legislation may mean to parental leave.

- vi. Total Parental Leave time may not exceed one calendar year. Educators who do not return to work within a one year time frame of the approved Parental Leave will no longer be considered employees of the College.
- vii. If both caretakers are employed by the College, only one caretaker can receive Paid Parental Leave. The other educator may request Parental Leave, which uses accrued vacation/personal/compensatory time.

(b) Qualification Requirements for use of Parental Leave

- i. Parental Leave applies to full time, regularly appointed educators who have been employed with the College for a period of no less than two years. Educators who have been employed with the College for less than two years are eligible for unpaid parental leave using the same guidelines as the FMLA.
- ii. A qualifying event is the birth/adoption of a child (children)/placement of a foster child(ren) An educator who qualifies for Parental Leave may begin their leave within 6 months of the qualifying event.
- iii. An educator must give formal written notice to their immediate supervisor, area Vice President or designee, and the Human Resources department about any impending birth/adoption/placement of a child (children) for whom they will be a primary caregiver. In order to ensure that appropriate planning to cover job responsibilities can occur, an educator should give at least 8 weeks notification, except in extraordinary circumstances.
- iv. An educator shall work with their direct supervisor, the area Vice President or designee, and the Human Resources department to determine the anticipated beginning and ending dates of Parental Leave. If the birth/adoption/placement occurs earlier or later than anticipated, the beginning and ending dates of Parental Leave can be modified accordingly.
- v. An educator should work closely with their direct supervisor, the area Vice President or designee to determine a Plan for Parental Leave that will be least disruptive to the operations of the College. This Plan will be in writing, and signed by the supervisor, the area Vice President or designee, the Human Resources Office, the President of DUE, and the educator. This plan may include the use of Paid Parental Leave, use of accrued benefit time (sick leave, vacation leave, personal and compensatory time as applicable), as well as Unpaid Leave. The agreed upon Plan will also indicate impact on eligibility for any contractual item.

(c) Paid Parental Leave

- i. Paid Parental Leave may extend up to 8 calendar weeks starting within six months of the qualifying event. Paid Parental Leave must be taken consecutively.
- ii. Salary during Paid Parental Leave will be based on the contractual amount the educator would be paid if they were working. No additional compensation will be paid for any reason.
- iii. While on Paid Parental Leave, an educator will remain eligible for salary increases and will continue to accrue service time towards eligibility for any contractual items.
- iv. Paid Parental Leave shall be limited to one qualifying event within 365 days.

(d) Use of Accrued Benefit Time to Supplement a Paid Parental Leave

- i. In addition to the 8 calendar weeks of Paid Parental Leave, educators may use accrued benefit time, with the exception of sick leave, to supplement the leave. All anticipated use of accrued benefit time should be clearly indicated in the Plan for Parental Leave
- ii. Use of accrued benefit time may not extend the total Paid Parental Leave to more than six months. Available accrued benefit time will not impact the approval of, or length of, the Paid Parental Leave.

(e) Use of Unpaid Parental Leave Time

- i. An educator can also request Unpaid Parental Leave time off. In no event shall the total Parental Leave (paid or unpaid) exceed one year. Such requests should be forwarded to the employee's immediate supervisor and the Office of Human Resources.
- ii. Provisions of Section 5.14 of this contract will apply for Unpaid Parental Leave time.

(f) Return to Work

After giving birth, an educator must provide competent medical proof that they are cleared to return to work if they decide to return to work before 6 weeks following birth or 8 weeks following a cesarean procedure.

(g) Duration of Parental Leave Provision

Parental Leave benefits provided under this Section shall expire on August 31, 2024 with the expiration of the Contract. If the successor collective bargaining agreement does not include a provision for paid parental leave, then the parental leave policy would revert to the prior parental leave policy contained in the 2016-2020 CBA (Section 5.12).

16. Revise Section 5.14 which is entitled “Leave Without Pay”, Section (a) as follows:

The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to 30 calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, all benefits will be continued. Health insurance will be continued for a maximum of six months **and educators will be billed monthly for their portion of the health insurance. Non-payment of a bill within 30 days when it is due would result in cancellation of the health insurance benefit.** Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

17. Revise Section 5.15 (a) and (b) which is entitled “Health Insurance” as follows:

(a) Available Health Plans

Effective January 1, 2018, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- Blue Cross/Blue Shield EPO20

(b) Employee Contribution

Effective September 1, 2018, Educators enrolled in health coverage will contribute to the cost of his/her health care plan monthly premiums at the following rates:

| Educator Contributions to Health Care Plan Monthly Premiums | | |
|---|---------------------|-----------------|
| Effective September 1, 2018 | | |
| Plan Type | Individual Coverage | Family Coverage |
| BC/BS Healthy Advantage | 4% | 12.5% |
| BC/BS EPO20 | 2% | 8% |

Effective January 1, 2023, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:

| Educator Contributions to Health Care Plan Monthly Premiums | | |
|---|---------------------|-----------------|
| Effective January 1, 2023 | | |
| Plan Type | Individual Coverage | Family Coverage |
| BC/BS Healthy Advantage | 4.5% | 18% |
| BC/BS EP020 | 2% | 8% |

Employee contributions will be made on a pre-tax basis. Annual employee healthcare plan premium contributions will not exceed the maximum contribution in a calendar year as indicated for each of the health care plans and coverage. The maximum will be proportionately calculated if an Educator changes plan and/or coverage within a calendar year.

| Maximum Contribution per Calendar Year | | |
|--|----------------------|------------------------|
| Plan Type | Individual Coverage | Family Coverage |
| BC/BS Healthy Advantage | \$797 \$1,000 | \$5,552 \$7,000 |
| BC/BS EPO20 | \$354 \$500 | \$3,158 \$3,500 |

The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement.

18. Replace Section 5.17 “Early Retirement” with the following:

5.17 – Early Retirement

a) Educators eligible for regular retirement, i.e., at least 65, are not eligible for the early retirement incentive.

b) For the purpose of eligibility for either early retirement and/or an early retirement incentive, an eligible educator must: (i) be at least 55 years of age; (ii) not be eligible for regular retirement; and (iii) have at least 15 years of full-time service, of which 10 must be in the bargaining unit.

c) If eligible for early retirement and/or the early retirement incentive, the eligible educator is eligible for retiree health insurance and a payment for unused sick leave, based upon the formula set forth below.

d) To be eligible for the early retirement incentive:

(i) Eligible educators whose age plus service is at least 85 years, but less than 90 years (for example, if the employee is 55 years of age and has 30 years of service, their years of service equals 85 years), as of the year of their retirement shall be eligible for a retirement incentive equal to 50% of the eligible educator’s final academic year salary.

(ii) Eligible educators whose age plus service is at least 90 years or more, as of the year of their retirement shall be eligible for a retirement incentive equal to 25% of the eligible educator’s final academic year salary.

Educators shall receive such incentive in one payment. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

e) For the 2022-2023 academic year only, there shall be a one-time expanded window for eligibility for the early retirement incentive at 50% of the eligible educator’s final academic year salary. Eligible educators whose age plus service is at least 90 years or more, as of the effective date of their retirement shall be eligible for this retirement incentive, provided that: (a) they submit their letter of retirement to the Office of Human

Resources by no later than December 1, 2022; and (b) their retirement is effective between the last day of obligation for the Spring Semester of 2023, and August 31, 2023.

f) Health Insurance under early retirement and/or the early retirement incentive

For those eligible educators who qualify for the early retirement incentive, the College will pay 85% of the cost of individual coverage or 77.5% of family coverage until the eligible educator is Medicare eligible. Once the eligible educator is Medicare eligible, the College will pay 70% of the cost of individual coverage or 55% of family coverage. Upon reaching Medicare eligibility, a retired eligible educator will be eligible for Medicare Part B reimbursement by the College.

For those eligible educators who do not qualify for the early retirement incentive, but qualify for early retirement, the College will pay 70% of the cost of individual coverage or 55% of family coverage. All health insurance benefits will cease if the educator accepts other employment with an employer who provides health insurance benefits. Upon reaching Medicare eligibility, a retired eligible educator will not be eligible for Medicare Part B reimbursement by the College.

Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse and dependent children for three full calendar months. At the end of the three months, an otherwise eligible surviving spouse and dependent children will have the option of continuing in the College's health plan. Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

g) Payouts for Unused Sick Leave under early retirement and/or the early retirement incentive

Payment for unused sick leave shall be in accordance with Section 5.09(e). The payment for unused sick leave and early retirement incentive made to educators will not exceed 100 percent of final academic year salary. This limit does not apply to educators hired prior to 9/1/97 who are Tier 1 members of TRS or ERS.

h) Notice of Early Retirement

Except for the 2022-2023 special incentive set forth in (e) above, Educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President at least nine months prior to their retirement date.

i) Payment Subject to Tax

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

j) Half-Time Lecturer Position

Teaching educators who are eligible for early retirement may, at the time of application for early retirement, also apply for a Half-Time Lecturer position, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of

application. The decision to grant half-time lecturer status is made by the College President upon recommendation from the Dean of Academic Affairs. Applications for half-time lecturer status will not be unreasonably denied and are contingent on the current needs of the institution. Teaching educators approved to transition to half-time lecturer status upon early retirement do not forfeit any incentive received and may continue in this state from the time they receive their incentive for a period of up to five years or until they file for retirement benefits, whichever comes first. Half-time lecturer status may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

Teaching educators granted half-time lecturer status will be responsible to maintain and post office hours, in a distribution approved by the Department Chair, not to exceed one-half the amount normally expected of a full-time faculty member. Educators may serve on College committees if appropriate and agreed to by the educator and the Department Chair.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (f).

k) Sick Leave for Half-Time Lecturers

Half-time lecturers shall be granted sick leave of one class hour per semester for each class hour taught per week.

19. Add a new Section 5.22 entitled "Contract Sick Leave Bank" to read as follows:

5.22 Contract Sick Leave Bank

In order to provide members of Dutchess United Educators (DUE) who experience circumstances that cause a need for sick leave time beyond that which they have accrued, a Sick Leave Bank, hereafter referred to as the Bank, shall be maintained.

The Bank may be accessed by a full-time Teaching or Non-Teaching Educator who has been employed by the College for a minimum of two years. Withdrawals from the bank shall be limited to employees suffering from a non-work-related catastrophic illness or injury. A catastrophic illness or injury is defined as a severe condition or combination of conditions that (a) affect the physical or mental health of the employee; (b) result in a life-threatening or life function altering condition; and (c) require an extended period of absence from work. Pregnancy is not considered a catastrophic illness. However, complications resulting from pregnancy may be considered catastrophic. Additionally, to access the Sick Leave Bank, the Employee must exhaust all of their accumulated leave time, which includes sick leave, personal leave, vacation leave and compensatory time as applicable.

- (A) Donation Procedures and Accounting:

The Bank will be established and replenished from the following sources:

(1) Unused Accrued Time:

- a) Beginning in 2022, on August 31st any unused sick/personal days above the maximum accruable base number of 165 days will be added to the Bank.
- b) Any unused sick leave from an educator who resigns from the college will be added to the Bank effective at the date of resignation.
- c) Any unused sick leave that is not used in the conversion process at retirement (5.08 and 5.09 (e)) will be added to the Bank as of the retirement date.
- d) It is understood that an Educator can start off on Sept. 1st with 165 accrued days and an additional 10 or 12 days added for use over the next year. On August 31st of each year, any sick days that were available for the year in excess of 165 will be assigned to the Bank. Additionally, on August 31st, any unused personal days (3 or 4) that cannot be converted to sick time because it would exceed the maximum, will be assigned to the Bank.

(2) Voluntarily Transferred Time:

- a) Educators may elect to contribute any or all of the days eligible for retirement "buy out" days in lieu of payment. The ratio of 3 days for each eligible day paid will be maintained for this transfer.
- b) When the sick bank falls below 360 days (2520 hours), the College will put out a call to all Full-Time Educators with a minimum of 65 days (455 hours) of accrued sick leave for donations of sick time. The decision to donate sick time to the Bank should be a choice made freely by each eligible employee.

(3) Donations must be made in full working day increments and cannot be withdrawn once donated. All donations will be considered final when submitted in writing by the donating employee. Each day donated is valued as one day regardless of the employee's annual salary.

(4) By September 30th of each year, the Human Resources Office will provide DUE with an annual report of all time contributed and the balance of the Bank.

(B) Qualification Requirements for use of Sick Bank Leave Time

(1) All accrued leave credits must be depleted prior to using leave from the Bank.

(2) If an employee receives payment for lost wages through New York State disability or a private disability policy, they shall only be eligible to withdraw days from the sick bank to pay the difference between what they would have earned if they continued on the payroll and what they received for lost wages. An employee who seeks leave from the

sick bank shall be required to certify whether they are receiving or are eligible to receive payments for lost wages through New York State disability or a private policy and, if so, the amount received or expected to be received. The affirmative obligation to provide information relative to the receipt of disability benefits covering lost wages shall continue even after the employee's filing of their initial application for Sick Bank Leave Time.

(C) Administrative Procedures for Use of Time from the Bank

(1) The Leave Bank Committee (LBC) shall consist of one representative designated by the DUE President, one representative designated by the President of the College, and a Human Resource Officer. The DUE President and the Associate Vice President of Human Resources will exchange names of their respective designee annually no later than September 1st. Term of appointments shall be September 1 through August 31.

(2) Each request to use the Bank will be submitted to the Associate Vice President of Human Resources on a confidential form that includes the following: name, contact information, date, number of hours requested, expected dates of absence and signature. A request may be made by the employee or their proxy. Each request shall be made in writing on the form annexed hereto and be submitted in conjunction with medical documentation to substantiate the need for the use of Sick Bank Leave.

(3) All requests, without identifying information, will be presented to the LBC and a decision reached by a majority vote.

(4) Leaves will not be unreasonably denied, however total leaves granted must not exceed the balance in the Leave Bank, 60 workdays, or until the Educator is eligible for Long Term Disability, whichever is shorter. After an eligible employee uses the Sick Leave Bank, that employee must wait a period of no less than six months before filing a subsequent application to use Sick Leave Bank time.

(5) The Committee's decision is final and is not subject to appeal or the grievance procedure.

(6) An Educator must give written notification to the Associate Vice President of Human Resources in order for the LBC members to review the applying Educator's leave time record.

(7) The LBC shall meet within ten (10) working days from the receipt of the request in the Human Resources Department.

(8) The Teaching or Non-Teaching Educator and their non-bargaining unit supervisor shall be notified in writing within five (5) working days of the Committee's determination.

(9) The Bank leave will be applied in a minimum of half day increments, and may be taken intermittently as required

(10) The LBC may request that the employee execute a HIPPA Authorization(s) for

either the release of medical records or to speak with the employee's treating physician in order to make a determination on eligibility for the bank.

(D) Duration of Sick Leave Bank

Absent and agreement by the parties to continue the Sick Leave Bank, contributions to the Sick Leave Bank provided under this Section shall end on August 31, 2024 with the expiration of the Contract. Members will continue to have access until the bank is exhausted.

APPLICATION FOR ACCESS TO SICK LEAVE BANK FOR DUE FULL TIME
EMPLOYEES

EMPLOYEE NAME: _____

ADDRESS: _____ ZIP: _____

HOME PHONE #: _____ MOBILE PHONE #: _____

DEPARTMENT AND POSITION TITLE: _____

DATE SUBMITTED: _____

LAST DAY WORKED: _____

HAVE ALL LEAVE ACCRUALS HAVE BEEN EXHAUSTED: ___ YES ___ NO

LEAVE ACCRUALS EXPIRED ON: _____

DESCRIPTION OF MEDICAL
CONDITION: _____

NUMBER OF DAYS REQUESTED: _____

I affirm that I am not currently receiving any disability benefits from New York State disability or a private disability benefits plan (in so far that it provides coverage for lost wages). Should I receive such payments at a future date, I recognize that I have a continuing obligation to report any such payments to the Leave Bank Committee.

I have attached medical documentation substantiating the need for the use of Sick Bank Leave. I certify that the information provided in this application is correct to the best of my knowledge. I further certify that I shall submit any additional medical documentation that the College may require in order to evaluate my request to use the sick leave bank, including the completion and submission of any necessary HIPPA forms.

APPLICANT'S SIGNATURE

DATE

To be completed by Authorized College Representative:

APPLICATION RECEIVED ON _____

LEAVE ACCRUALS EXHAUSTED AS OF: _____

IS THIS CLAIM ALSO COVERED BY WORKER'S COMPENSATION: ___ YES ___ NO

AUTHORIZED SIGNATURE

DATE

20. Revise the title of Section 6.02 as follows:

Dates of Professional Obligations

21. Revise Section 6.03 entitled "Annual Federal and/or State Mandated Training" to read as follows:

All full-time educators will complete **three** ~~two~~ hours of mandated federal/state training as part of their professional responsibilities. If additional training is required, the College will pay at the individual's prevailing non-teaching assignment rate. With the approval of their supervisor, non-teaching educators who start and complete training outside of their regularly scheduled hours will receive compensation at the individual's prevailing non-job related assignment rate.

22. Revise Section 6.05 entitled "Contact Hour Adjustment" as follows:

(a) Intention

The intention of this contact hour adjustment formula is to provide, where possible, and alternative to retrenchment, program or course cancellation, or other special cases.

(b) Option of Teaching Other Courses

As an alternative to applying the contact hour adjustment formula, the College shall have the discretion to approve the assignment of the faculty member to teach courses, where feasible and appropriate, in alternative disciplines for which it is determined the Teaching Educator has the appropriate documented academic credentials and/or related experience as assessed and approved by the Department and Office of Academic Affairs. Specific assignments for Teaching Educators will be determined within each department and are subject to the approval of the Office of Academic Affairs.

(c) Problem Resolution

Problems that may arise concerning the implementation of this formula shall be resolved by mutual agreement between DUE and the College.

(d) Formula Guideline

The following shall serve as a guideline:

~~(1) For a typical three lecture hour/three credit course, a~~ faculty member would receive:

i) one third of the course's normal contact hours ~~of credit or salary~~ for two to four students

ii) two thirds of the courses's normal contact hours ~~of credit or salary~~ for five to eight students,

iii) and the full three contact hours if nine or more students were enrolled in the class.

Contact hour adjustments shall be rounded up to the nearest whole integer when the course's total contact hours are not evenly divisible by three.

~~(2) Credit for laboratory contact hours shall follow the same formula as described in part 1 above.~~

23. Revise the current Section 6.11 "Work Week for Non-Teaching Educators" to read as follows:

6.11 Work Week for Non-Teaching Educators

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

For NTEs Hired Prior to Ratification of MOA

In cases of institutional or student need and upon agreement of the Non-Teaching Educator and direct supervisor, adjustments to this schedule can be made and implemented for a duration of time agreed upon in writing. In such cases when the College is seeking a schedule adjustment to meet an identified need, agreement between the Non-Teaching Educator and direct supervisor will be confirmed in writing two weeks if possible in advance of the schedule adjustment. Should an NTE not be available or unable to make the adjustment, it will not be held against them in future decisions regarding time-off requests or in performance reviews. The Non-

Teaching Educator can choose to work this additional time to earn compensatory time or have an adjustment made in their normal work schedule to accommodate the hours.

For NTEs Hired On or After Ratification of MOA

Notwithstanding the above, the College reserves the right to add a requirement to future NTE job postings specifying that NTEs in a particular role will be regularly scheduled to work weekends and/or evenings to meet the operational needs of the College, provided that the NTE is not regularly scheduled to work in excess of a 40-hour workweek consistent with the current practice for scheduling meals and breaktimes for NTEs. Upon hiring, the NTE will receive written communication from the College, along with their initial appointment letter, reaffirming that particular position requires evening and weekend availability. Should the evening or weekend dates and times deviate from the NTE's set schedule, the College will, when possible, provide at least two (2) weeks of notification of this need. Such notification shall be provided, in writing, by the NTEs' supervising VP or Dean.

Initiating with the first full work week in June and ending with the last full work week in August, Non-Teaching Educators may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

In the event that the College is closed on Fridays during the summer, Non-Teaching Educators will have the option of working an extended four-day work week, using approved leave time or taking Friday as an unpaid day. Sick days, personal days, and vacation days taken during a four-day work week will be adjusted accordingly.

Each year, by no later than March 15, the College President shall announce whether the college will be closed to the public on Fridays and whether the offices will be closed on Fridays anytime during the summer period indicated above. Each year, by no later than October 15, the College President shall announce whether the college will be closed to the public and whether the offices will be closed on any days between the end of the fall semester and the beginning of the spring semester, aside from any federal or state scheduled holidays.

Note: The above March 15th notification will take effect with the Summer of 2023

24. Add a new Section 7.05 (New Section - Would Need To Shift Remaining Sections In Article 7) entitled "Stipends" to read as follows:

7.05 Stipends

Within one week of the College determining that a Non-Teaching Educator will be asked to assume responsibilities for a vacant position, the College will inform DUE that such determination has been made.

Within one month of the College receiving notice that a position will be vacated and the work assumed by a Non-Teaching Educator, DUE and the College will negotiate a tentative plan and anticipated timeline for the additional workload. The plan will include and is not limited to:

- a. how the work of the position will be accomplished if it is not being refilled,
 - i. if necessary a Job Re-Evaluation/Reclassification for the educator will occur to incorporate the new work****
- b. if the position is being refilled, an interim plan for how the work of the position will be accomplished until it is filled,**
- c. a tentative timeline of completion,
 - i. if the agreed upon timeline is exceeded for any reason, then DUE and the College will re-negotiate the plan****
- d. compensation for additional duties,
 - DUE and the College will negotiate an agreed upon stipend dollar amount or temporary step adjustment for an individual or multiple members who are being asked to share the additional workload.****

25. Revise existing Section 7.05 "Removal of Tenure" as set forth below:

Dismissal of Faculty with Continuing or Term Appointments

The following steps shall be taken when the College finds it necessary to consider the dismissal of a faculty member with a continuing appointment:

(a) Preliminary Procedures

When it becomes necessary to question the fitness of a faculty member, the President will direct that the Dean of Academic Affairs meet with the faculty member in private conference. The faculty member shall have the right to have a representative present at the meeting. The matter may be settled by agreement at this point. If the matter is found to be without merit, there will be no written record unless required by Federal or State law. If the issue is resolved, a copy of that resolution will be retained in the faculty member's open file. If the matter is not resolved, the President may cause written charges to be prepared.

(b) Beginning Formal Proceedings

After approval by the President, written charges shall be served on the faculty member. The faculty member shall advise the President in writing within 10 working days whether or not they wish a hearing. If a hearing is not requested, the matter will be forwarded to the College President for such action as they deem appropriate. The disposition of the matter by the College President shall be communicated in writing to the faculty member within 30 calendar days of receipt of notification from the President that no hearing is requested. In the event a hearing is desired, an ad hoc hearing committee shall be formed and shall set a hearing date

within 45 calendar days of the date the charges were served on the faculty member. The faculty member may submit a written response to the hearing committee. Such response must be submitted not later than 14 calendar days prior to the commencement of the hearing.

(c) Hearing Committee

An ad hoc committee of nine tenured members of the teaching faculty, from a minimum of five different disciplines, shall be established to conduct the hearing and reach a decision. They shall be selected by a vote of the tenured faculty in an election conducted by the Professional Staff Organization. The committee shall elect its own chairperson. If procedural or technical issues need to be addressed, the committee shall be able to consult with legal counsel provided by the College for advisory purposes.

(d) Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving them is justified only if immediate harm to them or others is threatened by their continued service. Any such suspension shall be with pay.

(e) Committee Proceedings

1. The committee shall consider the charges and the faculty member's written response. The committee shall recommend whether the faculty member should be dismissed. The committee, in consultation with the faculty member, shall exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the charges to the faculty member should be received by the committee.

2. The President shall have the right to attend the hearing and/or designate an appropriate representative to assist in developing the case. However, the committee shall conduct the hearing, determine the order of proof, normally conduct the questioning of the witnesses, and, if necessary, secure the presentation of evidence important to the case.

3. The faculty member shall have the option of assistance by counsel, at their expense, whose function shall be similar to that of the representative chosen by the President. The faculty member or their counsel and the representative designated by the President shall have the right to call witnesses and to question all witnesses who testify orally. The faculty member shall have the right to confront all witnesses. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as their statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may, when necessary, be taken outside the hearing and reported to the committee. Expenses incurred in the calling of witnesses vital to the College's case shall be borne by the College.

4. All of the evidence shall be duly recorded. The College shall bear the costs of recording the hearing. The faculty member may obtain a copy of the record of the hearing at their expense. Unless special circumstances warrant, it shall not be necessary to follow formal rules of court procedure.

(f) Consideration by Hearing Committee

The committee shall reach its decision in conference on the basis of the evidence presented within 30 calendar days of the close of the hearing. Before doing so, it shall give opportunity to the faculty member or their counsel and the Vice President of Instruction and Learning or their representative to argue orally before the committee. If written briefs are desired, the committee may request them. The committee shall make explicit all findings with respect to each of the grounds for dismissal presented, and a reasoned opinion shall be rendered. The President and the faculty member shall be provided the full report of the hearing committee and notified of the decision in writing.

(g) Consideration by the President

Within 30 calendar days of receiving the hearing committee's full report, the President shall review the record of the hearing and the committee's recommendations, shall take such action as they may deem appropriate to affect a final decision, and shall communicate in writing to the faculty member the disposition of the matter. The President shall have the discretion to accept or reject the committee's recommendation. The faculty member shall advise the President, in writing and within 10 working days of having received the President's written communication on the disposition of the matter, of their desire to appeal the decision to the Board of Trustees. If an appeal is not requested, the President's decision shall be final.

(h) Consideration by Board of Trustees

Upon receiving a timely and written request for appeal, the President shall transmit to the Board of Trustees their disposition on the matter and the full report of the hearing committee setting forth its findings and recommendations. Within 30 calendar days, the Board shall review the record of the hearing and the committee's recommendations and shall take such action as it may deem appropriate to affect a final decision. The faculty member and/or their representative have the right to appear before the Board before its final disposition of the matter. The decision of the Board of Trustees shall be final.

(i) Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements about the case by the faculty member or administrative officers shall be avoided so far as possible until the proceedings are completed. Announcements of the final decision by the Board of Trustees, if there is an appeal to the Board shall include a statement of the hearing committee's recommendation and the College President's final decision. Any release to the public shall be made through the President's office.

(j) Remedial Measures

Nothing herein shall limit the College's rights to take remedial measures such as counseling memos, recommended training, or Employee Assistance Program referrals. The parties recognize that these remedial steps are intended as corrective action and should not be viewed as discipline. In such case, the provisions of this section do not apply.

26. Revise Section 7.07 " Non-Teaching Educator Provisional Employment Period" as follows:

The purpose of a provisional period for full-time Non-Teaching Educators is to allow the College sufficient time to evaluate a new employee's performance before regular employment status and the contractual obligation regarding notice of separation are granted.

(a) Procedure

1. Any employee hired into a full-time Non-Teaching Educator position will serve a maximum of ~~nine (9)~~ **twelve (12)** months provisional period of service. This process is not applicable to promotional appointments or position upgrades from other DUE-covered full-time positions.
2. During the minimum period of employment of three (3) months from the date of hire, an employee may be removed from his/her position only for gross misconduct.
3. No later than upon reaching the milestone of three (3) months of service, the employee will receive a formal, written performance appraisal outlining satisfactory performance and areas requiring improvement. If there is a determination of unsatisfactory service, the employee may be placed on warning and notified of the possibility of termination of employment. In that case, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.
4. In the event of a determination of unsatisfactory service at or any time between the minimum and maximum period of provisional service, the employee will receive a formal, written performance appraisal outlining areas requiring improvement. The employee may be placed on warning and notified of the possibility of termination of employment. If the assessment indicates that the employee is on warning, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.
5. A copy of any formal written performance appraisal and (if applicable) any warning will be forwarded to the Office of Human Resources. The College will notify the DUE president of any warning status determinations within three (3) business days of notification to employee. All provisional assessments and warning materials will be kept confidential in the Office of Human Resources.

6. During the six (6) months **following** ~~between~~ the minimum (3 months) ~~and maximum (9 months)~~ period of service from the date of hire, if the employee fails to meet the improvement action plan requirements within the outlined time frame, the employee may be terminated for unsatisfactory performance or misconduct after notification of at least two (2) weeks. The College will notify the DUE president of the termination notice within three (3) business days.
7. **During the final three (3) months of the provisional period, continued satisfactory performance of the employee will be evaluated and documented. Documented unsatisfactory performance within this period may result in the termination of employment after notification of at least one (1) month.**
- 7 8. This ~~nine (9)~~ **twelve (12)** month provisional period may be extended for approved leaves of absence and/or by mutual agreement between the College and DUE.
- 8 9. Once an employee's service has exceeded the maximum period of ~~9~~ **12** months, the employee will be given notice that they have been granted regular employment status and his/her start date will be listed as the initial date of hire. Upon completion of the provisional period, an employee will be entitled to receive at least twelve (12) months of notice of non-renewal subject to and in accordance with Section 7.08(b) and (c) Notice of Termination.

27. Revise 7.10 (b) "Notice Of Termination For Non-Teaching Educators" as follows:

(b) Notice of Termination for Non-Teaching Educators

Notice of termination for reasons other than retrenchment **or dismissal under Section 7.12** for those non-teaching educators who have been granted regular employment status shall be at least twelve (12) months' notice.

28. Revise Sections 1 ("Purpose") and 4 ("Disciplinary Procedure") of 7.12 as follows:

(a) Section 1 – Purpose

The purpose of this article is to provide a prompt, equitable and efficient procedure for the imposition of discipline, including termination of non-tenured faculty and Non-Teaching Educators. Where the College seeks to remove a tenured faculty, the provisions of Article 7.05 of this Agreement shall apply.

Prior to initiating formal disciplinary action pursuant to this provision, the College President, or designee is encouraged to resolve the matter informally; provided, however, such informal action shall not be required nor restrict the right of the College to initiate disciplinary action

(d) Section 4 - Disciplinary Procedure

i.) Discipline shall be imposed only for just cause, Where the College seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by certified mail, return receipt requested to the employee's address on record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. A copy of the Notice of Discipline shall be served within three days upon the Union.

ii.) The penalty proposed in the notice of discipline may not be implemented until the employee either a.) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline or, b.) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration or, c.) having appealed to disciplinary arbitration until and to the extent that it is upheld by the disciplinary arbitrator or, d.) the matter has settled.

iii.) If the employee objects to the proposed discipline, the employee shall file a grievance at Step 2. Such grievance must be received within ten (10) days of service of the Notice of Discipline. The grievance must be filed in writing. Service by e-mail shall not be accepted.

iv.) The College President may request to meet with the employee in an effort to resolve the discipline. The President shall reply to the grievance within fifteen (15) days following receipt of the grievance.

v.) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within ten (10) days of receipt of the response of the President. Notice of appeal to disciplinary arbitration shall be filed by certified mail, return receipt requested, or by personal service upon the Office of the President.

vi.) The College and DUE shall jointly agree to select an Arbitrator for disciplinary arbitrations from the following list:

Elena Cacavas
Monte Klein
Ira Lobel
Timothy Taylor
John Trela

The arbitrators shall initially be listed alphabetically and shall be selected in rotation.

vii.) The disciplinary arbitrator shall hold a hearing within thirty (30) days of appointment or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties. In the event that the disciplinary arbitrator is not able to hold a hearing within sixty (60) days of appointment, the parties may select the next available arbitrator on the list. The disciplinary arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing.

viii.) Either party wishing a transcript of the disciplinary arbitration hearing shall be responsible for the cost of same and shall provide, without charge, a copy to the arbitrator and the other party. A party requesting a transcript shall advise the arbitrator and the other party no later than seven (7) days prior to the beginning of the hearing.

ix.) The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of the proposed penalties. The disciplinary arbitrator shall have the authority to consider alleged violations of this article, but shall have no authority to consider other alleged violations of other provisions of this agreement.

x.) The disciplinary arbitrator shall not add to, subtract from nor modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or timeliness shall be deemed final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted.

xi.) All fees and expenses of the arbitrator shall be divided equally between the College and DUE, or the employee if not represented by DUE. Each party shall bear the cost of preparing and presenting its own case.

xii.) Upon request, the employee may be represented by DUE at any stage of the disciplinary procedure.

xiii.) The time limits specified herein may be extended by mutual agreement in writing.

29. Revise Section 8.01(a), "Salary Schedule in Effect" to read as follows:

(i) Salary Schedule in Effect;

For 2020-2021:

The salary schedule in effect for 2020-2021 shall be increased by 0%. The distribution pattern for Educators for 2020-2021 only, effective September 1, 2020, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2019-2020), resulting in receipt of a merit increase.

For 2021-2022:

The salary schedule in effect for 2021-2022 shall be increased by 0%. The distribution pattern for Educators for 2021-2022 only, effective September 1, 2021, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or

for those having been in service less than five months or one semester in 2020-2021), resulting in receipt of a merit increase.

For 2022-2023:

The salary schedule in effect for 2021-2022 shall be increased by 4%. The distribution pattern for Educators for 2022-2023 only, effective September 1, 2022, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2021-2022), resulting in receipt of a merit increase.

For 2023-2024:

The salary schedule in effect for 2022-2023 shall be increased by 4%. The distribution pattern for Educators for 2023-2024 only, effective September 1, 2023, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2022-2023), resulting in receipt of a merit increase

For 2024-2025:

The salary schedule in effect for 2023-2024 shall be increased by 4%. The distribution pattern for Educators for 2024-2025 only, effective September 1, 2024, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2023-2024), resulting in receipt of a merit increase

(ii) Promotions for individuals who were the subject of September 4, 2020 MOA:

Effective September 1, 2022, all educators who were promoted under the Memorandum of Agreement dated September 4, 2020, shall progress two steps on the salary schedule instead of the one step movement provided to educators not covered under that Memorandum of Agreement.

Effective September 1, 2023, all educators who were promoted under the Memorandum of Agreement dated September 4, 2020, shall progress two steps on the salary schedule instead of the one step movement provided to educators not covered under that Memorandum of Agreement.

(3) Nurse's salaries:

Effective with the commencement of the 2022-2023 Academic year, a new salary schedule shall be created for Nursing Teaching Educators. **Salary schedules for 2023-2024 and 2024-2025. All Nursing Teaching Educators' Salary Schedules are** attached hereto as Appendix "B-2."

(iv) Concurrent Course Supervision

Supervision of concurrent courses (courses taught in high schools by high school faculty) must include a visitation and will be paid ~~at \$100.00~~ **\$150** for each section supervised **during the 2022-2023 academic year, and \$155 for each section supervised beginning in the 2023-2024 academic year.** Priority for supervision of concurrent course sections will be given to departmental supervisors and departmental faculty. If the departmental supervisor or department faculty cannot supervise a concurrent enrollment section(s), the Office of Academic Affairs shall arrange for appropriate coverage.

It is mutually understood that each department is committed to concurrent supervision and will continue to do this work.

30. Revise Section 8.01(c) entitled "Overload Field Supervision" to read as follows:

(c) Overload Field Supervision

Effective Spring 2017, any overload field supervision will be compensated. An hour of overload field supervision is defined as a scheduled hour of supervision that takes place each week of the semester in addition to the contractually required hours of supervision per week. Each hour of overload supervision receives ½ hour compensation at 75% of Overload rate from section 8.01(b).

31. Add a new Section 9.03 entitled "Safety Concerns" to read as follows:

The College understands and affirms its responsibility to provide safe working conditions for its employees. In the case when concerns about safe working conditions are brought to the Executive Council of the Dutchess United Educators, and upon confirmation of the accuracy of the concerns, the DUE President and Vice Presidents will detail the concern(s) in writing to the College. The College shall respond within two (2) weeks with one of the following: (1) a solution to remediate the concern that garners immediate approval of DUE's Executive Council, (2) a request to meet and work with DUE to develop a timely solution, or (3) a written reply, with evidence, refuting the claims. Any alleged violation of this section shall not be subject to the grievance procedure set forth in 7.11 of this Agreement.

32. In order to be eligible for any retroactive compensation or benefits a unit member must be on the payroll as of the date of the ratification of this Memorandum of Agreement.

33. Unless otherwise specified in this Memorandum of Agreement for September 1, 2020, through August 31, 2025, all revisions to the predecessor contract shall take effect September 1, 2022.

34. Add a new provision entitled “Labor Management Committee” to read as follows:

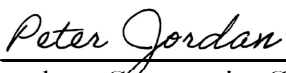
A labor-management committee will be formed to review and revise the current promotion and tenure process. The committee will include three DUE members, to be appointed by the DUE Executive Council, and three College representatives to be appointed by the College President.

35. Replace “Dean of Academic Affairs” with “Vice President for Instruction and Learning or their designee” throughout the contract.

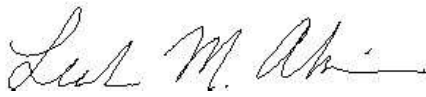
36. Replace “Office of Academic Affairs” with “Office of Vice President for Instruction and Learning” throughout the contract.

37. Housekeeping: Delete dates mutually agreed upon that are no longer applicable, and correct spelling and grammatical errors throughout the Agreement as mutually agreed upon.


Dated August 4th, 2022



Dutchess Community College
Dr. Peter Jordan, President



Dutchess United Educators
Dr. Leah Akins, Lead Negotiator



Dutchess United Educators
Dr. Laura Murphy, Chair

APPENDIX B

2020/2021

| | Group B | Group A | Group 1 | Group 2 | Group 3 | Instructor | Assistant P | Associate F | Professor |
|----|---------|---------|---------|---------|---------|------------|-------------|-------------|-----------|
| 4 | | | 53,316 | 57,152 | | | | 57,152 | |
| 5 | | | 55,001 | 59,034 | | | 55,001 | 59,034 | |
| 6 | | | 56,686 | 60,915 | 65,505 | | 56,686 | 60,915 | 65,505 |
| 7 | 45,290 | 53,574 | 58,370 | 62,796 | 67,579 | | 58,370 | 62,796 | 67,579 |
| 8 | 46,579 | 55,064 | 60,055 | 64,677 | 69,652 | | 60,055 | 64,677 | 69,652 |
| 9 | 47,867 | 56,554 | 61,740 | 66,559 | 71,726 | 56,554 | 61,740 | 66,559 | 71,726 |
| 10 | 49,155 | 58,044 | 63,424 | 68,440 | 73,799 | 58,044 | 63,424 | 68,440 | 73,799 |
| 11 | 50,445 | 59,534 | 65,109 | 70,321 | 75,873 | 59,534 | 65,109 | 70,321 | 75,873 |
| 12 | 51,733 | 61,024 | 66,792 | 72,203 | 77,946 | 61,024 | 66,792 | 72,203 | 77,946 |
| 13 | 53,022 | 62,514 | 68,477 | 74,084 | 80,020 | 62,514 | 68,477 | 74,084 | 80,020 |
| 14 | 54,311 | 64,004 | 70,162 | 75,965 | 82,093 | 64,004 | 70,162 | 75,965 | 82,093 |
| 15 | 55,600 | 65,494 | 71,846 | 77,846 | 84,168 | 65,494 | 71,846 | 77,846 | 84,168 |
| 16 | 56,888 | 66,984 | 73,531 | 79,728 | 86,241 | 66,984 | 73,531 | 79,728 | 86,241 |
| 17 | 58,176 | 68,474 | 75,216 | 81,609 | 88,315 | 68,474 | 75,216 | 81,609 | 88,315 |
| 18 | 59,466 | 69,965 | 76,900 | 83,490 | 90,388 | 69,965 | 76,900 | 83,490 | 90,388 |
| 19 | 60,754 | 71,454 | 78,585 | 85,372 | 92,462 | 71,454 | 78,585 | 85,372 | 92,462 |
| 20 | 62,043 | 72,944 | 80,270 | 87,253 | 94,535 | 72,944 | 80,270 | 87,253 | 94,535 |
| 21 | 63,332 | 74,435 | 81,954 | 89,134 | 96,609 | 74,435 | 81,954 | 89,134 | 96,609 |
| 22 | 64,621 | 75,924 | 83,639 | 91,016 | 98,682 | 75,924 | 83,639 | 91,016 | 98,682 |
| 23 | 65,909 | 77,414 | 85,322 | 92,897 | 100,755 | 77,414 | 85,322 | 92,897 | 100,755 |
| 24 | 67,198 | 78,904 | 87,007 | 94,778 | 102,829 | 78,904 | 87,007 | 94,778 | 102,829 |
| 25 | | | 88,692 | 96,659 | 104,902 | | 88,692 | 96,659 | 104,902 |
| 26 | | | 90,376 | 98,541 | 106,977 | | 90,376 | 98,541 | 106,977 |
| 27 | | | | 100,423 | 109,049 | | | 100,423 | 109,049 |
| 28 | | | | 102,304 | 111,123 | | | 102,304 | 111,123 |
| 29 | | | | | 113,196 | | | | 113,196 |

2021/2022

| | Group B | Group A | Group 1 | Group 2 | Group 3 | Instructor | Assistant P | Associate F | Professor |
|----|---------|---------|---------|---------|---------|------------|-------------|-------------|-----------|
| 4 | | | 53,316 | 57,152 | | | | 57,152 | |
| 5 | | | 55,001 | 59,034 | | | 55,001 | 59,034 | |
| 6 | | | 56,686 | 60,915 | 65,505 | | 56,686 | 60,915 | 65,505 |
| 7 | 45,290 | 53,574 | 58,370 | 62,796 | 67,579 | | 58,370 | 62,796 | 67,579 |
| 8 | 46,579 | 55,064 | 60,055 | 64,677 | 69,652 | | 60,055 | 64,677 | 69,652 |
| 9 | 47,867 | 56,554 | 61,740 | 66,559 | 71,726 | 56,554 | 61,740 | 66,559 | 71,726 |
| 10 | 49,155 | 58,044 | 63,424 | 68,440 | 73,799 | 58,044 | 63,424 | 68,440 | 73,799 |
| 11 | 50,445 | 59,534 | 65,109 | 70,321 | 75,873 | 59,534 | 65,109 | 70,321 | 75,873 |
| 12 | 51,733 | 61,024 | 66,792 | 72,203 | 77,946 | 61,024 | 66,792 | 72,203 | 77,946 |
| 13 | 53,022 | 62,514 | 68,477 | 74,084 | 80,020 | 62,514 | 68,477 | 74,084 | 80,020 |
| 14 | 54,311 | 64,004 | 70,162 | 75,965 | 82,093 | 64,004 | 70,162 | 75,965 | 82,093 |
| 15 | 55,600 | 65,494 | 71,846 | 77,846 | 84,168 | 65,494 | 71,846 | 77,846 | 84,168 |
| 16 | 56,888 | 66,984 | 73,531 | 79,728 | 86,241 | 66,984 | 73,531 | 79,728 | 86,241 |
| 17 | 58,176 | 68,474 | 75,216 | 81,609 | 88,315 | 68,474 | 75,216 | 81,609 | 88,315 |
| 18 | 59,466 | 69,965 | 76,900 | 83,490 | 90,388 | 69,965 | 76,900 | 83,490 | 90,388 |
| 19 | 60,754 | 71,454 | 78,585 | 85,372 | 92,462 | 71,454 | 78,585 | 85,372 | 92,462 |
| 20 | 62,043 | 72,944 | 80,270 | 87,253 | 94,535 | 72,944 | 80,270 | 87,253 | 94,535 |
| 21 | 63,332 | 74,435 | 81,954 | 89,134 | 96,609 | 74,435 | 81,954 | 89,134 | 96,609 |
| 22 | 64,621 | 75,924 | 83,639 | 91,016 | 98,682 | 75,924 | 83,639 | 91,016 | 98,682 |
| 23 | 65,909 | 77,414 | 85,322 | 92,897 | 100,755 | 77,414 | 85,322 | 92,897 | 100,755 |
| 24 | 67,198 | 78,904 | 87,007 | 94,778 | 102,829 | 78,904 | 87,007 | 94,778 | 102,829 |
| 25 | | | 88,692 | 96,659 | 104,902 | | 88,692 | 96,659 | 104,902 |
| 26 | | | 90,376 | 98,541 | 106,977 | | 90,376 | 98,541 | 106,977 |
| 27 | | | | 100,423 | 109,049 | | | 100,423 | 109,049 |
| 28 | | | | 102,304 | 111,123 | | | 102,304 | 111,123 |
| 29 | | | | | 113,196 | | | | 113,196 |

2022/2023

1.04

| | Group B | Group A | Group 1 | Group 2 | Group 3 | Instructor | Assistant P | Associate F | Professor |
|----|---------|---------|---------|---------|---------|------------|-------------|-------------|-----------|
| 4 | | | 55,449 | 59,438 | | | | 59,438 | |
| 5 | | | 57,201 | 61,395 | | | 57,201 | 61,395 | |
| 6 | | | 58,953 | 63,352 | 68,125 | | 58,953 | 63,352 | 68,125 |
| 7 | 47,102 | 55,717 | 60,705 | 65,308 | 70,282 | | 60,705 | 65,308 | 70,282 |
| 8 | 48,442 | 57,267 | 62,457 | 67,264 | 72,438 | | 62,457 | 67,264 | 72,438 |
| 9 | 49,782 | 58,816 | 64,210 | 69,221 | 74,595 | 58,816 | 64,210 | 69,221 | 74,595 |
| 10 | 51,122 | 60,366 | 65,961 | 71,178 | 76,751 | 60,366 | 65,961 | 71,178 | 76,751 |
| 11 | 52,463 | 61,915 | 67,713 | 73,134 | 78,908 | 61,915 | 67,713 | 73,134 | 78,908 |
| 12 | 53,802 | 63,465 | 69,464 | 75,091 | 81,064 | 63,465 | 69,464 | 75,091 | 81,064 |
| 13 | 55,143 | 65,015 | 71,216 | 77,047 | 83,221 | 65,015 | 71,216 | 77,047 | 83,221 |
| 14 | 56,483 | 66,564 | 72,968 | 79,004 | 85,377 | 66,564 | 72,968 | 79,004 | 85,377 |
| 15 | 57,824 | 68,114 | 74,720 | 80,960 | 87,535 | 68,114 | 74,720 | 80,960 | 87,535 |
| 16 | 59,164 | 69,663 | 76,472 | 82,917 | 89,691 | 69,663 | 76,472 | 82,917 | 89,691 |
| 17 | 60,503 | 71,213 | 78,225 | 84,873 | 91,848 | 71,213 | 78,225 | 84,873 | 91,848 |
| 18 | 61,845 | 72,764 | 79,976 | 86,830 | 94,004 | 72,764 | 79,976 | 86,830 | 94,004 |
| 19 | 63,184 | 74,312 | 81,728 | 88,787 | 96,161 | 74,312 | 81,728 | 88,787 | 96,161 |
| 20 | 64,525 | 75,862 | 83,481 | 90,743 | 98,316 | 75,862 | 83,481 | 90,743 | 98,316 |
| 21 | 65,866 | 77,412 | 85,232 | 92,699 | 100,473 | 77,412 | 85,232 | 92,699 | 100,473 |
| 22 | 67,206 | 78,961 | 86,985 | 94,657 | 102,629 | 78,961 | 86,985 | 94,657 | 102,629 |
| 23 | 68,545 | 80,511 | 88,735 | 96,613 | 104,785 | 80,511 | 88,735 | 96,613 | 104,785 |
| 24 | 69,886 | 82,060 | 90,488 | 98,569 | 106,942 | 82,060 | 90,488 | 98,569 | 106,942 |
| 25 | | | 92,240 | 100,526 | 109,098 | | 92,240 | 100,526 | 109,098 |
| 26 | | | 93,991 | 102,483 | 111,256 | | 93,991 | 102,483 | 111,256 |
| 27 | | | | 104,440 | 113,411 | | | 104,440 | 113,411 |
| 28 | | | | 106,396 | 115,568 | | | 106,396 | 115,568 |
| 29 | | | | | 117,724 | | | | 117,724 |

2023/2024

1.04

| | Group B | Group A | Group 1 | Group 2 | Group 3 | Instructor | Assistant P | Associate F | Professor |
|----|---------|---------|---------|---------|---------|------------|-------------|-------------|-----------|
| 4 | | | 57,667 | 61,816 | | | | 61,816 | |
| 5 | | | 59,489 | 63,851 | | | 59,489 | 63,851 | |
| 6 | | | 61,312 | 65,886 | 70,850 | | 61,312 | 65,886 | 70,850 |
| 7 | 48,986 | 57,946 | 63,133 | 67,920 | 73,094 | | 63,133 | 67,920 | 73,094 |
| 8 | 50,380 | 59,557 | 64,955 | 69,955 | 75,336 | | 64,955 | 69,955 | 75,336 |
| 9 | 51,773 | 61,169 | 66,778 | 71,990 | 77,579 | 61,169 | 66,778 | 71,990 | 77,579 |
| 10 | 53,167 | 62,780 | 68,599 | 74,025 | 79,821 | 62,780 | 68,599 | 74,025 | 79,821 |
| 11 | 54,561 | 64,392 | 70,422 | 76,060 | 82,064 | 64,392 | 70,422 | 76,060 | 82,064 |
| 12 | 55,954 | 66,004 | 72,242 | 78,095 | 84,306 | 66,004 | 72,242 | 78,095 | 84,306 |
| 13 | 57,349 | 67,615 | 74,065 | 80,129 | 86,550 | 67,615 | 74,065 | 80,129 | 86,550 |
| 14 | 58,743 | 69,227 | 75,887 | 82,164 | 88,792 | 69,227 | 75,887 | 82,164 | 88,792 |
| 15 | 60,137 | 70,838 | 77,709 | 84,198 | 91,036 | 70,838 | 77,709 | 84,198 | 91,036 |
| 16 | 61,530 | 72,450 | 79,531 | 86,234 | 93,278 | 72,450 | 79,531 | 86,234 | 93,278 |
| 17 | 62,923 | 74,061 | 81,354 | 88,268 | 95,521 | 74,061 | 81,354 | 88,268 | 95,521 |
| 18 | 64,318 | 75,674 | 83,175 | 90,303 | 97,764 | 75,674 | 83,175 | 90,303 | 97,764 |
| 19 | 65,712 | 77,285 | 84,998 | 92,338 | 100,007 | 77,285 | 84,998 | 92,338 | 100,007 |
| 20 | 67,106 | 78,896 | 86,820 | 94,373 | 102,249 | 78,896 | 86,820 | 94,373 | 102,249 |
| 21 | 68,500 | 80,509 | 88,641 | 96,407 | 104,492 | 80,509 | 88,641 | 96,407 | 104,492 |
| 22 | 69,895 | 82,119 | 90,464 | 98,443 | 106,734 | 82,119 | 90,464 | 98,443 | 106,734 |
| 23 | 71,287 | 83,731 | 92,284 | 100,477 | 108,977 | 83,731 | 92,284 | 100,477 | 108,977 |
| 24 | 72,681 | 85,343 | 94,107 | 102,512 | 111,220 | 85,343 | 94,107 | 102,512 | 111,220 |
| 25 | | | 95,930 | 104,547 | 113,462 | | 95,930 | 104,547 | 113,462 |
| 26 | | | 97,751 | 106,582 | 115,706 | | 97,751 | 106,582 | 115,706 |
| 27 | | | | 108,618 | 117,947 | | | 108,618 | 117,947 |
| 28 | | | | 110,652 | 120,191 | | | 110,652 | 120,191 |
| 29 | | | | | 122,433 | | | | 122,433 |

| APPENDIX B-2: Nursing Teaching Educators' Salary Scale | | | | | | | | | | | | | | | | | | | | |
|--|-----------|--|------------|---------------------|---------------------|-----------|------|------------|---------------------|---------------------|-----------|--|------|---------|------------|---------------------|---------------------|-----------|--|--|
| | 2022/2023 | | | | | | | 2023/2024 | | | | | | | 2024/2025 | | | | | |
| | | | | | | | 1.04 | | | | | | | | | | | | | |
| | | | Instructor | Assistant Professor | Associate Professor | Professor | | Instructor | Assistant Professor | Associate Professor | Professor | | 1.04 | | Instructor | Assistant Professor | Associate Professor | Professor | | |
| 5 | | | | 66,001 | 70,841 | | | | 68,641 | 73,674 | | | | | | 71,387 | 76,621 | | | |
| 6 | | | | 68,023 | 73,098 | 78,606 | | | 70,744 | 76,022 | 81,750 | | | | | 73,574 | 79,063 | 85,020 | | |
| 7 | | | | 70,044 | 75,355 | 81,095 | | | 72,846 | 78,369 | 84,339 | | | | | 75,760 | 81,504 | 87,713 | | |
| 8 | | | | 72,066 | 77,612 | 83,582 | | | 74,949 | 80,716 | 86,926 | | | | | 77,947 | 83,945 | 90,403 | | |
| 9 | | | | 74,088 | 79,871 | 86,071 | | | 77,052 | 83,066 | 89,514 | | | | | 80,134 | 86,388 | 93,095 | | |
| 10 | | | 69,653 | 76,109 | 82,128 | 88,559 | | 72,439 | 79,153 | 85,413 | 92,101 | | | 75,336 | 82,319 | 88,830 | 95,785 | | | |
| 11 | | | 71,441 | 78,131 | 84,385 | 91,047 | | 74,298 | 81,256 | 87,760 | 94,689 | | | 77,270 | 84,506 | 91,271 | 98,476 | | | |
| 12 | | | 73,229 | 80,150 | 86,643 | 93,535 | | 76,158 | 83,356 | 90,109 | 97,277 | | | 79,204 | 86,691 | 93,713 | 101,168 | | | |
| 13 | | | 75,017 | 82,172 | 88,901 | 96,024 | | 78,017 | 85,459 | 92,457 | 99,865 | | | 81,138 | 88,878 | 96,155 | 103,860 | | | |
| 14 | | | 76,805 | 84,194 | 91,158 | 98,511 | | 79,877 | 87,562 | 94,804 | 102,451 | | | 83,072 | 91,064 | 98,596 | 106,549 | | | |
| 15 | | | 78,593 | 86,215 | 93,415 | 101,001 | | 81,737 | 89,664 | 97,152 | 105,041 | | | 85,006 | 93,250 | 101,038 | 109,243 | | | |
| 16 | | | 80,381 | 88,237 | 95,673 | 103,489 | | 83,596 | 91,767 | 99,500 | 107,629 | | | 86,940 | 95,437 | 103,480 | 111,934 | | | |
| 17 | | | 82,169 | 90,259 | 97,931 | 105,978 | | 85,456 | 93,870 | 101,848 | 110,217 | | | 88,874 | 97,624 | 105,922 | 114,626 | | | |
| 18 | | | 83,958 | 92,280 | 100,188 | 108,465 | | 87,316 | 95,971 | 104,196 | 112,804 | | | 90,809 | 99,810 | 108,363 | 117,316 | | | |
| 19 | | | 85,745 | 94,302 | 102,446 | 110,954 | | 89,175 | 98,074 | 106,544 | 115,392 | | | 92,742 | 101,997 | 110,806 | 120,008 | | | |
| 20 | | | 87,533 | 96,324 | 104,703 | 113,442 | | 91,034 | 100,177 | 108,891 | 117,980 | | | 94,675 | 104,184 | 113,247 | 122,699 | | | |
| 21 | | | 89,322 | 98,345 | 106,961 | 115,931 | | 92,895 | 102,279 | 111,239 | 120,568 | | | 96,611 | 106,370 | 115,689 | 125,391 | | | |
| 22 | | | 91,109 | 100,367 | 109,219 | 118,634 | | 94,753 | 104,381 | 113,588 | 123,379 | | | 98,543 | 108,557 | 118,131 | 128,315 | | | |
| 23 | | | 92,897 | 102,386 | 111,476 | 120,906 | | 96,613 | 106,482 | 115,935 | 125,742 | | | 100,477 | 110,741 | 120,573 | 130,772 | | | |
| 24 | | | 94,685 | 104,408 | 113,733 | 123,395 | | 98,472 | 108,584 | 118,282 | 128,331 | | | 102,411 | 112,928 | 123,014 | 133,464 | | | |
| 25 | | | | 106,430 | 115,991 | 125,882 | | | 110,687 | 120,631 | 130,918 | | | | 115,115 | 125,456 | 136,154 | | | |
| 26 | | | | 108,451 | 118,249 | 128,372 | | | 112,789 | 122,979 | 133,507 | | | | 117,301 | 127,898 | 138,848 | | | |

RESOLUTION NO. 2022-60

Board of Trustees, Dutchess Community College
August 23, 2022

_____ offers the following resolution and moves its adoption:

WHEREAS, existing bargaining agreements between Dutchess Community College and Dutchess United Educators (DUE) expired on August 31, 2020, and

WHEREAS, the College and DUE have come to agreement on the terms of a successor contract for the part-time DUE membership for the period September 1, 2020 through August 31, 2025, as outlined in the attached Memorandum of Agreement (MOA), which shall be attached to the official minutes on file, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said MOA, and be it

FURTHER RESOLVED, that said MOA be forwarded to the Dutchess County Legislature for its consideration and approval.

* * * * *

Seconded by _____

MEMORADUM OF AGREEMENT

DUTCHESS COUNTY COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS PART-TIME UNIT

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period September 1, 2016 through August 31, 2020 be extended for a period of five (5) years covering the period of September 1, 2020 through August 31, 2025. The predecessor contract, shall remain unchanged except as modified below:

1. Revise pronouns he/she, him/her, his/hers to they/them or their/theirs as applicable.
2. Be consistent in referring to DUE members as either Part-Time (PT) Teaching Educators or Non-Teaching Educators.
3. The parties agree to meet, if necessary, if due to the President's realignment, offices and titles of management confidential employees referenced in the contract need to be updated.
4. Revise Section 6.02 which is entitled "Distribution of Agreement" as follows:

~~Copies of this Agreement shall be printed by available to view and download on the Board of Trustees and College's website. The College shall not be responsible for providing one copy to each obligated to provide copies of this Agreement to any unit member of the Unit. In addition, the Part Time Educator Unit of DUE shall receive fifty (50) copies.~~

5. Revise Section 7.01 which is entitled "Professional Leave" as follows:

a) Part-Time Teaching Educators

~~For each individual course section taught, part-time faculty Teaching Educators shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.~~

b) Part-Time Non-Teaching Educators

Part-time NTEs who are regularly scheduled to work a minimum of 840 hours per year (i.e., 20 hours per week multiplied by 42 workweeks) and employed by the College for a minimum of five months shall be granted 15 hours of leave with pay per year. Said leave may be used because of illness, to conduct personal business, attend to family affairs, inclement weather when the College is closed, and vacation. Leave time may not be accumulated, and has no cash-out value upon separation from service. This provision shall take effect at the start of the 2022-2023 academic year.

6. Revise Section 7.02 entitled “Bereavement Leave for Part-Time Teaching Educators” as follows:

7.02 Bereavement Leave for Part-Time ~~Teaching~~ Educators

Bereavement leave is the absence due to the death of a Part-Time ~~teaching~~ Educator’s mother, father, mother-in-law, father-in-law, husband, wife, parent, spouse/domestic partner (as defined by the College's Health Insurance Plan), parent of spouse/ domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. ~~Faculty~~ Part-time Teaching Educators may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. Part-Time Non-Teaching Educators shall be provided with up to 25 hours of unpaid leave due to the death in their family as defined above. The part-time non-teaching educator shall be afforded the opportunity to make up the time, provided that such time is made up within one month upon return from the bereavement leave. The scheduling of such make-up time shall be subject to the approval of the part-time non-teaching educator’s supervisor. This benefit is offered for each loss. ~~Faculty members~~Part-time Educators will notify their supervisors of the need for bereavement leave. This section shall take effect upon the ratification of the Memorandum of Agreement.

7. Revise Section 7.03 entitled “Retirement System” as follows:

Part-time ~~faculty~~ Educators, including PT NTEs, regularly scheduled to work any number of hours, may join the New York State ~~Teachers’~~ Teachers' Retirement System (TRS) or the New York State ~~Employees’~~ Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full-time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

8. Revise Section 7.04 entitled “Tuition Waiver for DCC Credit Courses” as follows:

The College shall provide a tuition waiver program for part-time Educators. The tuition waiver applies to credit courses only.

Part-time ~~faculty~~ Teaching Educators who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-Time Non-Teaching Educators who have worked for one ~~year~~ continuous year prior to enrollment are eligible to take one course for credit in each subsequent fiscal year, provided that the part-time Non-Teaching Educator remains employed during the period that they ~~work~~ are enrolled in the course.

In class sections where tuition waiver students are enrolled, the College will, where

facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class size be increased because of this article by more than three students without the faculty ~~member's~~member's approval. The College will make a good faith effort to accommodate Part-time Educators who seek to enroll in a course pursuant to this section; however, it is also understood that student enrollment takes priority over the enrollment of Part-time Educators under this section

9. Revise Section 7.05 entitled "Health Insurance" as follows:

(a) ~~Members of the part-time faculty~~ Provided that enrollment is permitted by the College's health insurance plan, and when applicable, the Insurance Consortium, Part-Time Teaching Educators who have taught a minimum of ~~four~~two consecutive semesters (excluding summer and winter inter-sessions) may participate in the College's health insurance program. Provided that enrollment is permitted by the College's health insurance plan, and when applicable, the Insurance Consortium, Part-Time Non-Teaching Educators who have worked for at least one continuous year prior to enrollment may participate in the College's health insurance program. The full cost of the plan will be paid by the Part-Time ~~faculty member~~ Educator. The Part-Time Educator shall be billed on a monthly basis for the cost of the coverage and failure to make timely payments shall be a basis to terminate coverage, subject to any notification requirements under the law.

(b) Flexible benefits

- i. Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.
- ii. Monies designated to this account, but not used during the year, cannot be returned to the individual. All other terms and conditions concerning the administration of the account shall be governed by the Summary Plan Description for such an account.

10. Revise Section 7.06 entitled "Mileage Reimbursement" as follows:

Part-Time Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

11. Add a new Section 7.07 entitled "Jury Duty" to read as follows:

Part-Time Non-Teaching Educators serving on jury duty shall be provided with unpaid

leave for the period that they served on jury duty. The part-time non-teaching educator shall be afforded the opportunity to make up the time, not to exceed 25 hours, provided that such time is made up within one month from return from jury duty. The scheduling of such make-up time shall be subject to the approval of the part-time non-teaching educator's supervisor. If the time is made-up, then compensation, if any, received for jury duty shall be remitted to the College.

12. Add a new Section 7.08 entitled "Professional Development Opportunities for Part-Time Educators" to read as follows:

Part-Time Educators may seek out, and the College administration may recommend opportunities for professional development. The benefits of professional development may include:

- growth as a college instructor
- growth as an academic professional
- contribution to students, the department and the College
- gaining professional experiences relevant for their promotion application
- inclusion in the department and College

The participation of Part-Time Educators in College-provided professional development is optional.

Part-Time Educators shall not be paid for their time participating in professional development opportunities, for example, attending campus forums and informational workshops or watching webinars suggested by the College, and attendance at such professional development activities is subject to the approval of the part-time educator's supervisor and the operational needs of the College. Part-time non-teaching educators shall be afforded the opportunity to make up the time, not to exceed 10 hours, provided that: (a) the part-time non-teaching educator documented their participation in these activities; and (b) such time is made up within one month from the date of the professional development activity.

The scheduling of such make-up time shall be subject to the approval of the part-time non-teaching educator's supervisor.

While nothing herein shall limit the College's discretion to require a Part-Time Educator to attend professional development and/or training, the College recognizes the part-time status of these educators that may limit availability outside scheduled work hours. Therefore, for required professional development and/or training, the College shall provide options for participation that may include offering multiple sessions at varied times or online/virtual participation, unless no flexible options are practical. Additionally, the College shall provide three weeks' notice for any required professional development and/or training. Part-Time Educator's shall be compensated for any mandated training

and/or professional development that takes place outside of the Part-Time Educator's regular work schedule. Mandated training and/or professional development for Part-Time Teaching Educators shall be compensated per Article 10.02, and compensation for Part-Time Non-Teaching Educators shall be compensated at the employee's regular rate of pay.

13. Revise Section 8.01 entitled "Appointment" as follows:

Part-time Teaching Educators ~~faculty~~ can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. The Office of Academic Affairs or designee may waive this limitation.

Part-Time Non-Teaching Educators may be appointed on a minimum of a six-month basis, in order to meet specific college needs. Part-Time Non-Teaching Educators, will receive an appointment letter from the College or designee no later than two weeks before the first day of their appointment, absent extenuating circumstances. The College maintains the right to terminate the appointment within the six-month period; in such event, the College shall provide notice of termination, severance pay, or a combination thereof, for the lesser of one month or the duration remaining under the Part-Time Non-Teaching Educator's appointment. This notice or severance provision shall not apply to any Part-Time Educator terminated for misconduct.

14. Revise Section 8.02 entitled "Orientation" as follows:

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all Part-Time ~~faculty teaching for the first time for~~ Teaching Educators who are new to the College or for those who have not taught for the College for a period of four consecutive semesters. Part-Time Non-Teaching Educators who are new to the College may be required to participate in orientation. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for ~~those individuals.~~ Part-Time Educators. Part-time Teaching Educators will be compensated at the non-teaching rate. Part-time Non-Teaching Educators will be compensated their hourly rate for participating in orientation.

15. Revise Section 9.05 entitled "Reemployment Preference" as follows:

The Reemployment Preference (RP) list is a mechanism to recognize ~~outstanding~~ Part-time teaching educators who have demonstrated quality teaching performance by part-time faculty with ongoing teaching assignments at the College. ~~The College and DUE will complete negotiations on the process for implementation of the Reemployment Preference List by the end of the 2016-2017 Academic Year.~~

~~(Benefits to a) — A faculty member~~ Part-Time Teaching Educator on the RP list ~~will include:~~

- ~~• —• —~~ have an opportunity to submit preference information concerning their teaching preferences;
consideration for specific courses, course selections, and number of sections desired.
- ~~• —• —~~ be considered assignments prior to any Part-Time Teaching Educators not on the RP list, provided that the College Department Chair and Part-time faculty without RP for assignment to course(s) based on qualifications Supervisor deems the Part-Time Teaching Educator qualified to teach the course, which shall be subject to OAA approval;
- confirmation of course available assignments prior to a specific date;
- ~~• —• —~~ be listed on his/her use of a modified schedule for administering Student Survey of Teaching forms; and
- listing of their name and title (rank) on their department's website.

~~(b) — (a)~~ Criteria for initial placement on RP list:

- i. 1. — Part-Time faculty Teaching Educators who have taught courses at the college for six consecutive semesters (fall and spring) immediately preceding placement on the RP list or have taught 30 total contact hours at any time within the past five years, including at least one course in the last two years, will be eligible for the RP list.

- ii. 2. — Part-Time faculty members Teaching Educators who begin teaching courses during or after Fall 2017 will be placed on the RP list based on completion of: (a) receiving at least three (3) satisfactory signed evaluations, indicating they met expectations using the guidelines articulated in Appendix F Written Evaluation of Part-Time Faculty, one of which must be completed in the semester Academic Year in which they become eligible, a positive recommendation from. Prior to the placement of a Part-Time Teaching Educator on the RP list, OAA shall review and confirm that all requirements have been met. If all requirements have been met, then OAA shall confirm approval.

(b) Process for verification and notification for PT Faculty RP List

- i. Beginning in Fall 2017, all evaluations used to satisfy criteria for the RP List must be reviewed and signed by the Part-Time Teaching Educator and the Part-Time Teaching Educator Supervisor, and sent to the Department Chair, and approval by the Office of Academic Affairs.
- i. 3. Completed evaluations to be used to satisfy criteria for the RP list must be received by OAA by December 15th of the previous year.
- ii. No later than February 15th of each year, the College Administration will certify and deliver an updated list of PT faculty who meet the criteria for the RP list to each department chair and the DUE President.
- iii. Each PT Teaching Educator who has met the criteria for the RP list will be notified by the Department Chair no later than February 15th. This notification will be copied to the Part Time Teaching Educator Supervisor.
- iv. The RP List, updated per iii above, will be in effect and will be used for course assignments in the following Academic Year (Fall through Summer).

(c) Process for assigning courses to faculty on the RP List:

- i. Each RP Part Time Teaching Educator will submit in writing their availability for teaching to the Department Chair and Part Time Teaching Educator Supervisor. They may indicate their preferences for course titles, number of sections, and times of day and/or campus location. RP Part-Time Teaching Educator must express their preferences no later than:
 - September 30th for winter and spring assignments
 - January 30th for summer
 - February 28th for fall assignments.
 - Preferences received later than these dates may not be honored.
- ii. The department will thoughtfully consider assigning courses to PT Teaching Educators on the RP List before assigning courses to Part-Time Teaching Educators not on the RP List. These decisions must be made based on legitimate reasons. The Teaching Educator's member's proven teaching ability, recent evaluations, area of concentration, relevant teaching experience, and number of years' of teaching experience at the College are factors in considering assignments to available courses. The failure to assign a course to a PT Teaching Educator on the RP List shall not be subject to arbitration.
- iii. Departments may discuss with the RP Teaching Educator their tentative assignments as soon as the course scheduling is decided upon. The Department Chair/Supervisor shall

formally notify the RP Teaching Educator of their course assignments in writing before courses are assigned to Part Time Teaching Educator who are not on the RP list. These notifications must be made no later than:

- December 1 for winter and spring assignments
- April 1st for summer
- May 1st for fall assignments.

After these dates, the part time faculty member's course assignments will not be changed without their consent unless their his/her course is cancelled or if a full-time faculty member ~~not placed on~~ assumes the RP list will receive written course.

Assignments are not fully guaranteed until a contract is issued.

Nothing in this article shall preclude Part-Time Teaching Educators ~~members~~ from being offered additional courses after the notification ~~from the~~ dates above.

- iv. The Department Chair retains the ability to assign courses in a way that best maximizes the use of Part-Time Educator's expertise and balances the needs of the department.
- v. Specific assignments for Part-time Teaching Educators will be determined within each department and approved by the Office of Academic Affairs.

(d) Appeal of Course Assignments:

If a Part-Time Teaching Educator believes they are not being fairly considered for course assignments, the PT Teaching Educator may request a meeting with the Department Chair/Supervisor and OAA. The PT Teaching Educator may elect to contact the DUE President or DUE VP of Part Time Educators and request that a DUE representative attend the meeting with them. Such representation will be mutually agreed upon between DUE and the PT Teaching Educator. The appeal of a course assignment shall not be subject to arbitration.

(e) Termination of Reemployment Preference and Exemptions:

- i. A Part Time Teaching Educator shall retain their RP status unless:
 - a. it is terminated through the evaluation process because they receive an overall evaluation that indicates needs improvement. If the subsequent evaluation indicates that the PT Teaching Educator meets expectations, they will be placed back on the RP list for the next Academic Year.
 - b. The Part-time Teaching Educator is removed during the pendency of an investigation. However, if the Part-Time Teaching Educator is exonerated, they shall be reinstated to the RP list. If the Part-Time Teaching Educator is not

exonerated, then they shall be removed from the RP list.

- c. it is terminated due to a break in service that extends beyond 18 months from the last day of instruction. Breaks in service will not include any semester where:
 - i. An initial assignment is cancelled because of low enrollment.
 - ii. An initial assignment is assumed by a FT faculty member.
 - iii. An initial assignment is cancelled or not made due to extenuating personal circumstances, of which the department chair and OAA and/or Human Resources have been notified. These circumstances must be verified and approved, and will not be unreasonably denied.
 - ii. Before the termination of RP, the PT Teaching Educator shall be given notice by the College Administration. The PT Teaching Educator may elect to contact the DUE President or DUE VP of Part Time Faculty and request that a DUE representative investigate the matter. The termination of RP status shall not be subject to arbitration.
- (f) Non-approval or removal from the Reemployment preference list.

In the event that a Part-Time Teaching Educator is either not approved for placement on the RP list or removed from the RP list, the OAA shall provide a written explanation for doing so upon written request from that Part-time Teaching Educator.

16. Revise section 8.04 entitled “Annual Mandated State/Federal Training” as follows:

Part-time Educators participating in mandated federal/state training will be paid at the non-teaching rate for Part-Time Teaching Educators and the hourly-rate for Non-Teaching Educators. Whenever possible, part-time ~~faculty~~ Educators will be offered the option to complete the training remotely.

17. Add a new Section 8.05 entitled “Years of Service” to read as follows:

Part-Time Educators will be recognized with length-of-service certificates acknowledging the length of time employed by the College. In order to be eligible for the length of service certificate, the PTE must have taught at least one course each year or have worked for a period of at least sixteen (16) workweeks during the year for the period that they are receiving the length of service certificate. If a Part-Time Educator also worked as a full-time educator in the DUE bargaining unit, those years of service as a full-time employee would also count toward years of service.

18. Add a new Section 8.06 entitled “Participation in Committees, Task Forces, Forums” to read as follows:

As a member of the college campus, Part-Time Educators invited to participate in activities to aid in the College’s work are compensated for their time as specified in Section 10.02. All paid work is agreed upon in advance with the Educator’s supervisor. Part-Time Educators may be a member of College committees that function outside of the College’s shared governance structure such as, but not limited to, interview committees, task forces, and special projects. Part-time Teaching Educators will be paid at the non-teaching rate and Part-Time Non-Teaching Educators will earn their hourly rate while participating in this form of College work.

Part-Time Educators are welcomed to attend campus forums and convocation. Attendance to these events is voluntary and unpaid.

19. Add a new Section 9.07 entitled “Promotion” to read as follows:

Promotion for PT Teaching Educators recognizes the educational, technical, artistic and professional accomplishments of these individuals because it demonstrates growth in their discipline and teaching skills and the value this brings to students and the College community.

- Promotion is made through an annual application process.
- The promotion process begins in the fall of each academic year. Promotion decisions will be announced by the College by the last day of classes in May.
- Promotions are determined at the discretion of the College President, and are not subject to appeal in any forum. The President may take into consideration the financial climate at the College in deciding: (a) whether to promote PT Teaching Educators; and (b) how many PT Teaching Educators to promote.
- PT Teaching Educators who earn a promotion will move horizontally on the salary grid to the next higher rank. They retain their contact hour count.
- Promotions go into effect in the fall of the next academic year.

(a) Process

The promotion of a PT Teaching Educator to the next higher rank is a process which is based not only on teaching but also engagement in professional experiences that add value and contribute meaningfully to the faculty member’s work with Dutchess Community College students, departments and/or the institution. The specific promotion instructions and application form are provided in Appendix K

(b) Criteria

The promotion application will include the following criteria:

1. The applicant will have completed a minimum of ten terms at one rank before they may apply for promotion. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.
2. The applicant's three most recent evaluations will have an overall evaluation of "Meets Expectations." The evaluations or promotion application will include evidence of teaching excellence.
3. The applicant will provide written verification of experiences that demonstrate their continuing professional development and that connect to their growth as an educator, impact student learning or provide valuable service to the DCC community.

In addition, the applicant will have an opportunity to provide examples of and a reflection on their teaching work as part of the promotion application

20. Revise Section 10.02 entitled "Remuneration for Non-Teaching Assignments" as follows:

Remuneration for non-teaching assignments and service on college committees or task forces assumed by Part-Time ~~faculty~~ Educators that have been, in advance, either ÷

- ~~requested by the Department Chairperson and approved by the Office of Academic Affairs, or~~
- ~~requested directly and approved by the Office of Academic Affairs, or requested by their area's supervising dean,~~ shall be compensated as specified below:

(a) Compensation is at the non-teaching rates for Part-Time ~~faculty~~ Teaching Educators as listed in Appendix C.

(b) Compensation for Part-time non-teaching educators ~~will be paid for committee service~~ is at their normal hourly rate.

Committee service assignments must be approved by the Part-Time Educator's Immediate Supervisor and area ~~Dean or Vice President,~~ supervising dean.

Service by Part-time educators on the Labor-Management Committee will not be compensated by the College.

21. Add a new Section 10.04 entitled "Compensation for Class Cancellation" to read as follows:

If the College: (a) cancels or reassigns a section of a course that a Part-time Teaching Educator has been assigned in the Master Schedule within one week of the first day of

that section; and (b) did not assign the Part-time Teaching Educator an alternative section of any course, the Part-time Teaching Educator will be paid a lump-sum payment of \$400 as compensation for the work that went into preparing the section of the course originally scheduled.

22. Revise Appendix B Part-time Faculty Salary Schedules as follows:

APPENDIX B: PART-TIME FACULTY SALARY SCHEDULES

Academic Years 2016—2017 and 2017-2018

Contact Hour Pay Rtes:

| Number of semesters of teaching service | Academic Year 2016 to 2017 | | Academic Year 2017 to 2018 | |
|---|----------------------------|---------|----------------------------|---------|
| | | | | |
| 1 to 6 | Lecture | \$1,054 | Lecture | \$1,111 |
| | Lab | \$791 | Lab | \$833 |
| 7 to 14 | Lecture | \$1,165 | Lecture | \$1,228 |
| | Lab | \$874 | Lab | \$921 |
| 15 + | Lecture | \$1,211 | Lecture | \$1,286 |
| | Lab | \$908 | Lab | \$965 |

Beginning with the Fall ~~2020~~ 2018 semester and continuing only through the end of this contract.

- Part-time faculty contact hour wages are directly tied to the salary of full-time faculty by using a negotiated rate of full-time salaries (Equity Percentage).
- Steps within each rank provide a means for part-time faculty to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 lecture and/or lab contact hours beginning in Fall 2018.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall starting in Fall 2019, part-time faculty members with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these part-time faculty member’s total contact hour accumulation. Steps will be

awarded until the part-time faculty member reaches the top step of the schedule within his/her rank

Academic Year 2018 – 2019

Lecture Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|-------------|-------------------|----------------------------|----------------------------|------------------|
| 1 | \$1,176 | \$1,284 | \$1,385 | \$1,492 |
| 2 | \$1,207 | \$1,319 | \$1,424 | \$1,535 |
| 3 | \$1,238 | \$1,354 | \$1,463 | \$1,578 |
| 4 | \$1,269 | \$1,389 | \$1,502 | \$1,621 |
| 5 | \$1,300 | \$1,424 | \$1,541 | \$1,665 |
| 6 | \$1,331 | \$1,460 | \$1,580 | \$1,708 |
| 7 | \$1,362 | \$1,495 | \$1,619 | \$1,751 |
| 8 | \$1,393 | \$1,530 | \$1,659 | \$1,794 |
| 9 | \$1,424 | \$1,565 | \$1,698 | \$1,837 |

Lab Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|-------------|-------------------|----------------------------|----------------------------|------------------|
| 1 | \$882 | \$963 | \$1,039 | \$1,119 |
| 2 | \$906 | \$990 | \$1,068 | \$1,152 |
| 3 | \$929 | \$1,016 | \$1,098 | \$1,184 |
| 4 | \$952 | \$1,042 | \$1,127 | \$1,216 |
| 5 | \$975 | \$1,068 | \$1,156 | \$1,249 |
| 6 | \$999 | \$1,095 | \$1,185 | \$1,281 |
| 7 | \$1,022 | \$1,122 | \$1,215 | \$1,314 |
| 8 | \$1,045 | \$1,148 | \$1,245 | \$1,346 |
| 9 | \$1,068 | \$1,174 | \$1,274 | \$1,378 |

Academic Year 202019 – 20210

Lecture Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|-------------|-------------------|----------------------------|----------------------------|------------------|
| 1 | \$1,244 | \$1,358 | \$1,464 | \$1,578 |
| 2 | \$1,277 | \$1,395 | \$1,506 | \$1,624 |
| 3 | \$1,310 | \$1,432 | \$1,547 | \$1,669 |
| 4 | \$1,343 | \$1,469 | \$1,588 | \$1,715 |
| 5 | \$1,375 | \$1,506 | \$1,630 | \$1,760 |
| 6 | \$1,408 | \$1,544 | \$1,671 | \$1,806 |
| 7 | \$1,441 | \$1,581 | \$1,713 | \$1,852 |
| 8 | \$1,474 | \$1,618 | \$1,754 | \$1,897 |
| 9 | \$1,506 | \$1,655 | \$1,795 | \$1,943 |

Lab Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|-------------|-------------------|----------------------------|----------------------------|------------------|
| 1 | \$933 | \$1,019 | \$1,098 | \$1,184 |
| 2 | \$958 | \$1,047 | \$1,130 | \$1,218 |
| 3 | \$983 | \$1,074 | \$1,161 | \$1,252 |
| 4 | \$1,008 | \$1,102 | \$1,191 | \$1,287 |
| 5 | \$1,032 | \$1,130 | \$1,223 | \$1,320 |
| 6 | \$1,056 | \$1,158 | \$1,254 | \$1,355 |
| 7 | \$1,081 | \$1,186 | \$1,285 | \$1,389 |
| 8 | \$1,106 | \$1,214 | \$1,316 | \$1,423 |
| 9 | \$1,130 | \$1,242 | \$1,347 | \$1,458 |

Academic Year 2021 – 2022

Lecture Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|-------------|-------------------|----------------------------|----------------------------|------------------|
| 1 | \$1,244 | \$1,358 | \$1,464 | \$1,578 |
| 2 | \$1,277 | \$1,395 | \$1,506 | \$1,624 |

| | | | | |
|---|---------|---------|---------|---------|
| 3 | \$1,310 | \$1,432 | \$1,547 | \$1,669 |
| 4 | \$1,343 | \$1,469 | \$1,588 | \$1,715 |
| 5 | \$1,375 | \$1,506 | \$1,630 | \$1,760 |
| 6 | \$1,408 | \$1,544 | \$1,671 | \$1,806 |
| 7 | \$1,441 | \$1,581 | \$1,713 | \$1,852 |
| 8 | \$1,474 | \$1,618 | \$1,754 | \$1,897 |
| 9 | \$1,506 | \$1,655 | \$1,795 | \$1,943 |

Lab Contact Hour Rates:

| Step | Instructor | Assistant Professor | Associate Professor | Professor |
|------|------------|---------------------|---------------------|-----------|
| 1 | \$933 | \$1,019 | \$1,098 | \$1,184 |
| 2 | \$958 | \$1,047 | \$1,130 | \$1,218 |
| 3 | \$983 | \$1,074 | \$1,161 | \$1,252 |
| 4 | \$1,008 | \$1,102 | \$1,191 | \$1,287 |
| 5 | \$1,032 | \$1,130 | \$1,223 | \$1,320 |
| 6 | \$1,056 | \$1,158 | \$1,254 | \$1,355 |
| 7 | \$1,081 | \$1,186 | \$1,285 | \$1,389 |
| 8 | \$1,106 | \$1,214 | \$1,316 | \$1,423 |
| 9 | \$1,130 | \$1,242 | \$1,347 | \$1,458 |

Academic Year 2022 – 2023

Lecture Contact Hour Rates:

2022/2023

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|-----------|------------|-----------|
| 1 | 1,294 | 1,412 | 1,523 | 1,641 |
| 2 | 1,328 | 1,451 | 1,566 | 1,689 |
| 3 | 1,362 | 1,489 | 1,609 | 1,736 |
| 4 | 1,397 | 1,528 | 1,652 | 1,784 |
| 5 | 1,430 | 1,566 | 1,695 | 1,830 |
| 6 | 1,464 | 1,606 | 1,738 | 1,878 |
| 7 | 1,499 | 1,644 | 1,782 | 1,926 |
| 8 | 1,533 | 1,683 | 1,824 | 1,973 |

| | | | | |
|---|-------|-------|-------|-------|
| 9 | 1,566 | 1,721 | 1,867 | 2,021 |
|---|-------|-------|-------|-------|

Lab Contact Hour Rates:

2022/2023

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|--------------|---------------|-----------|
| 1 | 970 | 1,059 | 1,142 | 1,231 |
| 2 | 996 | 1,089 | 1,175 | 1,267 |
| 3 | 1,022 | 1,117 | 1,208 | 1,302 |
| 4 | 1,049 | 1,146 | 1,239 | 1,339 |
| 5 | 1,074 | 1,175 | 1,271 | 1,373 |
| 6 | 1,098 | 1,204 | 1,304 | 1,409 |
| 7 | 1,124 | 1,233 | 1,336 | 1,445 |
| 8 | 1,150 | 1,262 | 1,368 | 1,480 |
| 9 | 1,175 | 1,292 | 1,401 | 1,517 |

Academic Year 2023 – 2024

Lecture Contact Hour Rates:

2023/2024

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|--------------|---------------|-----------|
| 1 | 1,346 | 1,469 | 1,583 | 1,707 |
| 2 | 1,381 | 1,509 | 1,629 | 1,757 |
| 3 | 1,417 | 1,549 | 1,673 | 1,805 |
| 4 | 1,453 | 1,589 | 1,718 | 1,855 |
| 5 | 1,487 | 1,629 | 1,763 | 1,904 |
| 6 | 1,523 | 1,670 | 1,807 | 1,953 |
| 7 | 1,559 | 1,710 | 1,853 | 2,003 |
| 8 | 1,594 | 1,750 | 1,897 | 2,052 |
| 9 | 1,629 | 1,790 | 1,941 | 2,102 |

Lab Contact Hour Rates:

2023/2024

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|--------------|---------------|-----------|
| 1 | 1,009 | 1,102 | 1,188 | 1,280 |

| | | | | |
|---|-------|-------|-------|-------|
| 2 | 1,036 | 1,133 | 1,222 | 1,317 |
| 3 | 1,063 | 1,162 | 1,256 | 1,354 |
| 4 | 1,090 | 1,192 | 1,288 | 1,392 |
| 5 | 1,116 | 1,222 | 1,322 | 1,428 |
| 6 | 1,142 | 1,252 | 1,357 | 1,465 |
| 7 | 1,169 | 1,283 | 1,390 | 1,502 |
| 8 | 1,196 | 1,313 | 1,423 | 1,539 |
| 9 | 1,222 | 1,344 | 1,457 | 1,577 |

Academic Year 2024 – 2025

Lecture Contact Hour Rates:

2024/2025

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|-----------|------------|-----------|
| 1 | 1,399 | 1,528 | 1,647 | 1,775 |
| 2 | 1,436 | 1,569 | 1,694 | 1,827 |
| 3 | 1,474 | 1,611 | 1,740 | 1,877 |
| 4 | 1,511 | 1,652 | 1,786 | 1,929 |
| 5 | 1,547 | 1,694 | 1,834 | 1,980 |
| 6 | 1,584 | 1,737 | 1,880 | 2,032 |
| 7 | 1,621 | 1,778 | 1,927 | 2,083 |
| 8 | 1,658 | 1,820 | 1,973 | 2,134 |
| 9 | 1,694 | 1,862 | 2,019 | 2,186 |

Lab Contact Hour Rates:

2024/2025

| | Instructor | Asst Prof | Assoc Prof | Professor |
|---|------------|-----------|------------|-----------|
| 1 | 1,049 | 1,146 | 1,235 | 1,331 |
| 2 | 1,077 | 1,178 | 1,271 | 1,370 |
| 3 | 1,105 | 1,208 | 1,306 | 1,408 |
| 4 | 1,134 | 1,239 | 1,340 | 1,448 |
| 5 | 1,161 | 1,271 | 1,375 | 1,485 |
| 6 | 1,188 | 1,303 | 1,411 | 1,524 |
| 7 | 1,216 | 1,334 | 1,445 | 1,562 |
| 8 | 1,244 | 1,365 | 1,480 | 1,600 |
| 9 | 1,271 | 1,397 | 1,515 | 1,640 |

23. Appendix D

APPENDIX D: PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES

Notes:

- Pay rates for new hires will be the minimum pay rate for the salary range.
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum. No rate can exceed the maximum for the band.

Salary Range for 2016 — 2017 AY

| | Minimum | Maximum |
|---------------|----------------|----------------|
| Band A | \$30.00 | \$36.00 |
| Band B | \$27.50 | \$35.00 |
| Band C | \$26.50 | \$35.00 |
| Band D | \$20.50 | \$27.54 |
| Band E | \$20.50 | \$27.54 |
| Band F | \$20.00 | \$23.46 |
| Band S | \$45.00 | \$50.00 |

- ~~Each pay rate within the salary minimum and maximum will be adjusted by 2%, not to exceed the maximum for the range.~~

~~This contract introduces a merit increment in addition to the percentage raise for only the Academic Years 2017 — 2018, 2018 — 2019, and 2019 — 2020.~~

Salary Range for 2017 — 2018 AY

| | Minimum | Maximum | Increment |
|---------------|----------------|----------------|------------------|
| Band A | \$31.62 | \$36.72 | \$1.02 |
| Band B | \$30.00 | \$35.70 | \$0.82 |
| Band C | \$29.00 | \$35.70 | \$1.02 |
| Band D | \$23.00 | \$28.09 | \$0.82 |
| Band E | \$23.00 | \$28.09 | \$0.82 |
| Band F | \$20.40 | \$23.93 | \$0.61 |
| Band S | \$45.90 | \$51.00 | \$1.02 |

- ~~Each pay rate within the salary minimum and maximum will be adjusted by 2%, not to exceed the maximum for the range.~~

- ~~In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.~~

~~• No salary will exceed the maximum for the range.~~

Salary Range for 2018 – 2019 AY

| | Minimum | Maximum | Increment |
|--------|----------------|----------------|------------------|
| Band A | \$32.17 | \$37.36 | \$1.04 |
| Band B | \$32.17 | \$36.32 | \$0.83 |
| Band C | \$31.14 | \$36.32 | \$1.04 |
| Band D | \$24.35 | \$28.58 | \$0.85 |
| Band E | \$24.35 | \$28.58 | \$0.85 |
| Band F | \$21.17 | \$24.35 | \$0.64 |
| Band S | \$46.70 | \$51.89 | \$1.04 |

~~• Each pay rate within the salary minimum and maximum will be adjusted by 1.75%, not to exceed the maximum for the range.~~

~~• In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.~~

~~• No salary will exceed the maximum for the range.~~

Salary Range for 2020 – 2021 AY

| | Minimum | Maximum | Increment |
|--------|----------------|----------------|------------------|
| Band A | \$32.74 | \$38.02 | \$1.06 |
| Band B | \$32.74 | \$36.96 | \$0.84 |
| Band C | \$31.68 | \$36.96 | \$1.06 |
| Band D | \$24.77 | \$29.08 | \$0.86 |
| Band E | \$24.77 | \$29.08 | \$0.86 |
| Band F | \$21.54 | \$24.77 | \$0.65 |
| Band S | \$47.52 | \$52.80 | \$1.06 |

~~• In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.~~

~~• No salary will exceed the maximum for the range.~~

Salary Range for 2021 – 2022 AY

| | Minimum | Maximum | Increment |
|--------|----------------|----------------|------------------|
| Band A | \$32.74 | \$38.02 | \$1.06 |
| Band B | \$32.74 | \$36.96 | \$0.84 |

| | | | |
|---------------|----------------|----------------|---------------|
| <u>Band C</u> | <u>\$31.68</u> | <u>\$36.96</u> | <u>\$1.06</u> |
| <u>Band D</u> | <u>\$24.77</u> | <u>\$29.08</u> | <u>\$0.86</u> |
| <u>Band E</u> | <u>\$24.77</u> | <u>\$29.08</u> | <u>\$0.86</u> |
| <u>Band F</u> | <u>\$21.54</u> | <u>\$24.77</u> | <u>\$0.65</u> |
| <u>Band S</u> | <u>\$47.52</u> | <u>\$52.80</u> | <u>\$1.06</u> |

- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2022 – 2023 AY

2022/2023

| | Minimum | Maximum | Increment |
|--------|---------|---------|-----------|
| Band A | 34.05 | 39.54 | 1.10 |
| Band B | 34.05 | 38.44 | 0.87 |
| Band C | 32.95 | 38.44 | 1.10 |
| Band D | 25.76 | 30.24 | 0.89 |
| Band E | 25.76 | 30.24 | 0.89 |
| Band F | 22.40 | 25.76 | 0.68 |
| Band S | 49.42 | 54.91 | 1.10 |

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2023 – 2024 AY

2023/2024

| | Minimum | Maximum | Increment |
|--------|---------|---------|-----------|
| Band A | 35.41 | 41.12 | 1.15 |
| Band B | 35.41 | 39.98 | 0.91 |
| Band C | 34.27 | 39.98 | 1.15 |
| Band D | 26.79 | 31.45 | 0.93 |
| Band E | 26.79 | 31.45 | 0.93 |

| | | | |
|--------|-------|-------|------|
| Band F | 23.30 | 26.79 | 0.70 |
| Band S | 51.40 | 57.11 | 1.15 |

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2024 – 2025 AY

2024/2025

| | Minimum | Maximum | Increment |
|--------|---------|---------|-----------|
| Band A | 36.83 | 42.77 | 1.19 |
| Band B | 36.83 | 41.57 | 0.94 |
| Band C | 35.64 | 41.57 | 1.19 |
| Band D | 27.86 | 32.71 | 0.97 |
| Band E | 27.86 | 32.71 | 0.97 |
| Band F | 24.23 | 27.86 | 0.73 |
| Band S | 53.45 | 59.39 | 1.19 |

- Each pay rate within the salary minimum and maximum will be adjusted by 4%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

24. A unit member whose services were terminated for cause shall not be eligible for any retroactive compensation or benefits.

25. Unless otherwise specified in this Memorandum of Agreement for September 1, 2020, through August 31, 2025, all revisions to the predecessor contract shall take effect September 1, 2022.

26. Replace “Dean of Academic Affairs” with “Vice President for Instruction and Learning or their designee” throughout the contract.

27. Replace “Office of Academic Affairs” with “Office of Vice President for Instruction and Learning” throughout the contract.

28. Housekeeping: Delete dates mutually agreed upon that are no longer applicable, and correct spelling and grammatical errors throughout the Agreement as mutually agreed upon.

Dated August 4th, 2022

Peter Jordan

Dutchess Community College
Dr. Peter Jordan, President

Leah M. Akins

Dutchess United Educators
Dr. Leah Akins, Lead Negotiator

L Murphy

Dutchess United Educators
Dr. Laura Murphy, Chair

RESOLUTION NO. 2022-61

Board of Trustees, Dutchess Community College
August 23, 2022

_____ offers the following resolution and moves its adoption:

WHEREAS, the College and Dutchess United Educators (DUE) have reached a Memorandum of Agreement (MOA) regarding salaries for incumbent nursing teaching educators, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves the attached MOA, which shall be made part of the official minutes of this meeting.

* * * * *

Seconded by _____

DUTCHESS

COMMUNITY COLLEGE

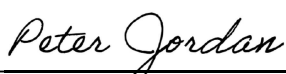
Memorandum of Agreement

Between Dutchess Community College and Dutchess United Educators Full-Time Unit


It is hereby agreed by and between the Parties as follows:

1. Effective with the commencement of the 2022-2023 Academic year:
 - a. Treesa Scaria shall be placed at Step 19 of the Nursing salary schedule at the Associate Professor rank.
 - b. Nancy Moskowitz shall be placed at Step 26 of the Nursing salary schedule at the Assistant Professor rank.
 - c. Ireta Hunter shall be placed at Step 12 of the Nursing salary schedule at the Instructor rank.
2. The three incumbent Nursing Teaching Educators referenced in paragraphs 1 above shall not be eligible for step movement for either 2020-2021 or 2021-2022.
3. This Agreement is subject to the approval of the Board of Trustees and the DUE Executive Council.
4. This Agreement shall only take effect if the Memorandum of Agreement dated August 4, 2022, between the Parties for a successor contract, is approved.
5. This comprises the full and complete agreement between the parties.

Dated: August 4th, 2022



Dutchess Community College
Dr. Peter Jordan, President



Dutchess United Educators
Dr. Leah Akina, Lead Negotiator



Dutchess United Educators
Dr. Laura Murphy, Chair