

AGREEMENT

TERM: September 1, 2020 through August 31, 2025

By and Between

the

COUNTY OF RENSSELAER (hereinafter referred to as the "County")

and

THE BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE
(hereinafter referred to as the "College")

as

CO-EMPLOYERS

and the

HUDSON VALLEY COMMUNITY COLLEGE NON-TEACHING
PROFESSIONAL ORGANIZATION
(hereinafter referred to as the "NTPO" formerly referred to as the Non-
Teaching Professional Association)

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Requirement of Legislative Action	1
II.	Management Rights	1
III.	Past Practices	1
IV.	Savings Clause	1
V.	Non-Discriminatory Application	1
VI.	Employment Titles	2
VII.	Civil Service Status	2
VIII.	Recognition, Unit Definition	2
IX.	Organization Rights	5
X.	Appointments	6
XI.	Professional Obligations	7
XII.	Job Descriptions	7
XIII.	Evaluation	7
XIV.	Work Year – Work Week	8
XV.	Just Cause	11
XVI.	Retrenchment/Resignation/Retirement	11
XVII.	Promotions and Transfers	14
XVIII.	Holidays	14
XIX.	Leaves of Absence	15
XX.	Insurance	20
XXI.	Miscellaneous	22
XXII.	Economic Adjustments	23
XXIII.	Tuition Waiver	23
XXIV.	Grievance Procedure	23
XXV.	Term	24
	ADDENDUM A, Economic Adjustments	25
	ADDENDUM B, Grievance Procedure	27
	ADDENDUM C, Function Areas	31
	ADDENDUM D, Emergency Closing Procedures	35
	ADDENDUM E, Health Insurance Calculations	36
	ADDENDUM F. MOU Trakstar Evaluation System	37
	ADDENDUM G. Article XIV(D) Examples of Calculations	38

ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

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

ARTICLE II
MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the College hereby retain and reserve unto themselves all rights, power, authority, duties, and responsibilities conferred and invested in them by law and, the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies.

ARTICLE III
PAST PRACTICES

This Agreement supersedes all prior agreements and past practices relative to matters herein contained. Practices, if any, not herein contained relating to mandatorily negotiable conditions of employment shall continue.

ARTICLE IV
SAVINGS CLAUSE

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of tribunal of competent jurisdiction, then such article, section or portion specified in such decision or having such effect shall be of no force and effect; the remainder of the Agreement, however, shall continue in full force and effect. Upon issuance of such a decision, either party shall, within thirty (30) days thereof, have the right to reopen the negotiations with respect to a substitute for the article, section or portion of the Agreement found to be invalid.

ARTICLE V
NON-DISCRIMINATORY APPLICATION

The provisions of this agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation, or handicapping conditions.

It is the policy of Hudson Valley Community College that persons employed by the College shall be treated equally regardless of race, color, age, religion, sex, sexual orientation, political affiliation, handicapping conditions or national origin. This policy relates to all personnel actions subsequent to employment including, but not limited to promotions, demotions, transfers, lay-offs, terminations, training and/or compensation.

**ARTICLE VI
EMPLOYMENT TITLES**

A. Determination of Titles

Titles assigned within the non-teaching professional employment category will be recommended by the President of the College and approved by the College's Board of Trustees and the Chancellor of the State University of New York.

B. New Titles

In the event new non-teaching professional title(s) are established by the College subsequent to ratification of this Agreement, the College shall negotiate with the NTPO in an effort to determine whether or not such title(s) are included in or excluded from the bargaining unit. Absent agreement, either party may petition PERB for determination.

**ARTICLE VII
CIVIL SERVICE STATUS**

All professional employees are considered Unclassified Civil Service and, therefore, are not subject to rules and regulations of the Rensselaer County Civil Service Commission. However, the qualifications for, and the nature and scope of the duties and responsibilities, as stipulated by the College's Board of Trustees are filed with the Rensselaer County Civil Service Commission to comply with Section 35(i) of the Civil Service Law, and the State University of New York and can be obtained upon written request of the College's Records Access Officer (Vice President for Administration).

**ARTICLE VIII
RECOGNITION, UNIT DEFINITION**

A. Exclusive Representation

The College recognizes the NTPO as the exclusive representative of employees in the bargaining unit for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment and in the resolution of grievances and for all lawful purposes under the laws of the State of New York. Such recognition shall remain in effect for the maximum period permitted by law.

Academic Coach
Admissions Assistant
Admissions Counselor
Advisement and Retention Specialist
Accreditation & Assessment Analyst
Advising Specialist
Alumni Relations and Special Events Coordinator

Alumni Relations and Annual Giving Coordinator
Assessment Analyst
Assistant Bursar
Assistant Coordinator of Cultural Activities
Assistant Director and Learning Disability Specialist
Assistant Director for Student Life & Educational
Opportunity Program [EOP]
Assistant Director of Admissions
Assistant Director of Athletics

Assistant Director of Communications and Marketing
Assistant Director of Financial Aid
Assistant Director of Graphic Design & Printing Services
Assistant Director of Institutional Planning and Research
Assistant Director of Institutional Services and Events
Assistant Director of Workforce Development
Assistant Director, Center for Careers & Employment
Assistant Director, Community & Professional Education
Assistant Director, Technical Support Services
Assistant for Financial Analysis
Assistant for Financial Analysis/Internal Auditor
Assistant Registrar
Assistant to the Director of Physical Plant
Assistant to the Executive Manager of the Physical Plant
Associate Bursar
Associate Director and Adaptive Technology Specialist
Associate Director for Counseling
Associate Director of Admissions
Associate Director of Communications and Marketing
Associate Director of Financial Aid
Associate Director of Multimedia and Video Services
Associate for Academic Planning, Assessment, Research & Accreditation
Associate Registrar
Athletic Trainer
Broadcast TV Production Technician
Bursar
Classroom Technology Coordinator
Clinical Coordinator
College Nurse
Communications and Marketing Specialist
Computer Programmer
Computer Programmer Analyst
Computer Programmer Analyst Trainee
Coordinator for Testing, Placement & NSO
Coordinator for Community and Professional Education
Coordinator of Accessibility
Coordinator of Computer Services
Coordinator of Computer Services & Operations
Coordinator of External Academic Programs
Coordinator of Health Services
Coordinator of Instructional Technology Services
Coordinator of International Student Services/PDSO and Director of International Education
Coordinator of Technical/Professional Training
Coordinator of Technology Advisement
Coordinator of Workforce Development Institute
Coordinator, Collegiate Academic Support Program
Coordinator for Global Initiatives
Coordinator, Office of Testing, Advisement and Academic Placement
Coordinator, School of Technology Academic Advisement Center
Counselor
Counselor, Continuing Education and Summer Sessions

Counselor/Outreach Coordinator
Data and Voice Communications Technician
Digital Communications Manager
Digital Communications Specialist
Director of Advancement Operations
Director of Annual Giving and Donor Relations
Director of the Center for Academic Engagement [CAE]
Director of Community and Professional Education
Director of Creative Services
Director of Development
Director of Financial Services Information Technology
Director of First Year Experience and Orientation Programs
Director of Graphic Design & Printing Services
Director of High School Programs/Educational Outreach
Director of Institutional Services and Events
Director of Retention and Student Outreach
Director of Student Life and the Educational Opportunity Program [EOP]
Director of Student Services Information Technology
Director of Technical Support Services
Director of the Center for Careers and Employment
Educational Engineering Support Specialist
Electronic Communications Editor
Enrollment and Retention Services Technician
Enrollment Services Counselor
Environmental Health and Safety Specialist
Facility Documents/Records Manager
Finance Coordinator
Financial Aid Information Systems Manager
Financial Analyst
Financial Services/Accounting Analyst
Functional Support Specialist
Grants & Research Assistant
Information Technology Specialist
Instructional Content Developer
Instructional Designer
Instructional Technology Support Specialist
Instructional Technology Support Technician
International Student Advisor
Lead Computer Programmer
Lead Functional Support Specialist
Lead Web Developer
Library Outreach Specialist
Manager of Client Support Services
Manager of Network and Systems
Manager of Video Conferencing and Media Technologies
Major Gifts & Planned Giving Officer
Microcomputer Technician
Multimedia & Video Services Specialist
Multimedia Technician
Network Specialist
Networking Field Technician
Off-Campus Coordinator
Online Media Specialist
Operations Assistant of Physical Plant

Operations Manager of Physical Plant
Payroll Supervisor
Photography/Multimedia Specialist
Procurement & Licensing Coordinator
Research Analyst
Retention Specialist
Scheduling Coordinator
Scheduling Officer
School of Business Academic Advisement Services
Manager
School of STEM Academic Advisement Services
Coordinator
Senior Application Specialist
Senior Computer Programmer Analyst
Senior Counselor
Senior Data & Voice Communications Technician
Senior Environmental Health and Safety Specialist
Senior Information Technology Specialist
Senior Instructional Designer
Senior Media Specialist
Senior Microcomputer Technician
Senior Network and Telecommunications Specialist
Senior Network Engineer
Senior Network Technician
Senior Systems and Network Specialist I
Senior Systems and Network Specialist II
State Certifying Officer
Student-Athlete Retention Mentoring Program Director

Supervisor of Multimedia & Video Production Services
Systems and Network Specialist
Systems and Network Specialist II
Technical Assistant, Continuing Education & Summer
Sessions
Technical Assistant
Technical Assistant, Computer Learning Center [CLC]
Technical Assistant for Center for Access and Adaptive
Technology [CAAT]
Technical Assistant for Chief Diversity Officer
Technical Assistant, Admissions
Technical Assistant, Automotive
Technical Assistant, Center for Careers & Employment
Technical Assistant, Dental Hygiene
Technical Assistant, Financial Aid
Technical Assistant, Foundation
Technical Assistant, High School Programs & Education
Outreach
Technical Assistant, Learning Resource Center
Technical Assistant, Office of Testing, NSO/Family
Sessions, Advisement & Academic Placement
Technical Assistant, Planning & Research
Technical Assistant, Registrar's Office
Video Conferencing and Media Technology Support
Specialist
Web Coordinator
Web Developer
Web Site Specialist

Excluded from the bargaining unit are those non-teaching professional titles referred to in PERB Case No. U-7817 and all other employees of the College.

The exclusive recognition stipulated above does not apply to positions supported by grant and/or contract funds.

**ARTICLE IX
ORGANIZATION RIGHTS**

- A. Subject to his/her responsibilities and obligations to the College, duly authorized representatives of the NTPO shall be permitted to transact official NTPO business on College property at reasonable times, provided there is no interference with instruction, administrative functions or College operations.
- B. The NTPO President may, with the prior approval of his/her immediate supervisor, take a reasonable amount of time (as determined by the Vice President for Administration) during the work day for NTPO business provided the same does not interfere with his/her or the professional responsibilities of others.
- C. The NTPO shall have the right to use College facilities for meetings with the prior approval of the appropriate College Administrator.
- D. The NTPO shall have the right to post notices of its activities and matters of NTPO concern on NTPO bulletin boards. The College will provide bulletin boards. The NTPO may use the intra-campus College mail service to distribute its communications.
- E. Authorized spokesmen for the College and the NTPO shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the NTPO and the College or College President's designee and thereafter shall be binding on the parties.
- F. The NTPO shall be granted up to three (3) membership meetings per fiscal year each commencing at four o'clock P.M. (4:00).
- G. Dues Deductions
 1. Pursuant to plans certified by the NTPO and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the NTPO, the College shall, on a bi-weekly basis (26 or 27 depending upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the NTP unit as defined in Article VIII-B included herein, the regular NTP membership dues and remit the same to the Treasurer of the NTPO. Dues deductions may only be revoked by instrument in writing and the College shall promptly notify the Treasurer of the NTPO of the receipt of such revocation notices.
 2. The College agrees that it will comply with all applicable statutes, case law, rules and regulations and the like concerning dues deductions and access to new unit members including but not limited to the 2018 Supreme Court decision Janus v. AFSCME regarding agency shop fees.
 3. The NTPO shall indemnify and hold harmless the College and its official and employees from any cause of action, claim, loss or damages incurred as a result of the College's deduction from employees pursuant to this Article.

ARTICLE X APPOINTMENTS

Acting Appointment

The college may appoint a bargaining unit member to assume the responsibilities of a superior non-bargaining unit position in an acting capacity for a period not to exceed one (1) year when this position is temporarily vacant. The intent is to provide a continuity of function that would normally be interrupted due to the vacancy. Service in such position is voluntary on the part of the bargaining unit member. A bargaining unit member promoted to an acting appointment will hold all rights of appointment and will be compensated at a rate mutually agreeable to the bargaining unit member and the College. At any time up to but not to exceed one (1) year the bargaining unit member may return or be returned to the original title by the administration. In any event, the bargaining unit member shall have the right to return to his/her original title when the vacancy is filled.

Temporary Appointments

Temporary appointments are made for a fixed term not to exceed one (1) year when a position or need for services is not expected to be permanent. Temporary appointments automatically expire upon the final date of the appointment term and there should be no expectation of continued employment beyond the final date of the appointment term.

Temporary employees are eligible, on a pro rata basis, for vacation, sick, and personal leaves and for holidays that fall on a regularly scheduled work day. A temporary employee's eligibility for hospitalization and dental insurance shall be governed pursuant to the Patient Protection and Affordable Care Act. Temporary employees are not eligible for long-term disability insurance. In the event of multiple temporary appointments in the same administrative position totaling more than one (1) year and the subsequent probationary appointment of the same employee in the same position, such temporary service shall constitute one (1) year of probationary service.

Probationary Appointment

The probationary period for employees shall be two (2) years continuous service in an administrative position, which may be extended to up to three (3) years based on the determination of the responsible Vice President and with the concurrence of the Vice President for Administration.

Time on leave shall not count toward the fulfillment of the probationary period.

A probationary employee may be terminated on thirty (30) calendar day notice, or compensation in lieu thereof, in the first probationary year; sixty (60) calendar day notice, or compensation in lieu thereof, in the second probationary year; and one hundred twenty (120) calendar day notice, or compensation in lieu thereof, in the third probationary year. Compensation in lieu of notice for termination purposes shall include health insurance and leave accruals for all members.

Termination of a probationary employee shall be neither grievable nor arbitrable hereunder.

Continuing Appointment

Upon successful completion of the probationary period bargaining unit members shall be granted continuing appointment.

**ARTICLE XI
PROFESSIONAL OBLIGATION**

The primary duty of bargaining unit members is to discharge the duties and responsibilities set forth in their official job description in an effective manner and in the way that is conducive to carrying out the overall mission of the College. However, the College may in its discretion deploy any unit member to perform designated unit-covered duties and responsibilities not explicit in their current job description but for which they are reasonably qualified by having met the qualifications for their current position. This shall not be construed to impact the ability of a unit member to act in higher unit and/or non-unit capacities provided that the other contract provisions and past practices are observed, including the payment of additional compensation as negotiated at time of assignment.

**ARTICLE XII
JOB DESCRIPTIONS**

- A. New position job descriptions for bargaining unit members shall be as recommended by the President and approved by the Board of Trustees.
- B. Job descriptions are to be reviewed annually with each employee's immediate supervisor, in conjunction with the annual evaluation process and any proposed changes should be described on the evaluation report for consideration by the President.
- C. To be implemented, proposed changes in a bargaining unit member's job description shall initially require consultation with the bargaining unit member and the written approval of the bargaining unit member's immediate supervisors, other related supervisors, the Vice President having responsibility for the administrative unit to which the bargaining unit member's position is assigned and the President.
- D. In the event that an employee and his/her supervisor are in disagreement as to the proposed changes in the job description, the employee may appeal the same up to the Vice President having responsibility for his/her administrative unit, or, in the case of administrators reporting to a Vice President, such appeal may be made to the President of the College. Employees whose supervisors report directly to the President may appeal directly to the President. The decision of the Vice President/President shall be final and binding.
- E. Each non-teaching professional employee will annually receive a copy of his/her official job description through the evaluation process.

**ARTICLE XIII
EVALUATION**

- A. Bargaining unit members shall be evaluated on an annual basis beginning on May 1 and ending on April 30 of each year. Evaluations must be completed no later than May 31 of each year.
- B. The evaluation report will firstly be discussed (in confidence) by the employee and his/her immediate supervisor, with the employee being able to make written comments as he/she deems appropriate. In the event that an employee feels that his/her supervisor's evaluation does not

truly reflect his/her performance, the employee may appeal his/her evaluation up to the Vice President having responsibility for his/her administrative unit, or in the case of administrators reporting to a Vice President, such appeal may be made to the President of the College. Employees whose supervisors report directly to the President may appeal directly to the President. In any event, those statements giving rise to the difference of opinion must be substantiated or deleted from the evaluation report. The determination of the Vice President/President will be binding on all parties.

- C. In addition to the formal evaluation procedures described above, anyone generating or receiving reports, letters, memoranda or written material which relates favorably or unfavorably to the capabilities, talent, character, reputation, qualifications or abilities of any person or persons employed by or associated in any capacity with Hudson Valley Community College shall forward a copy of same to the Vice President for Administration who has been designated as Records Access Officer under the Freedom of Information Law. The Vice President for Administration will review the material in question and inform the concerned employee whether or not it has been placed in his/her personnel records and that he/she is free to examine the same. In the event that an employee does not agree with the determination made by the Vice President for Administration as to whether or not a document is to be placed in his/her personnel records, he/she may submit a written appeal of that decision to the President of the College, who will make a determination binding on all parties.
- D. No information concerning any bargaining unit members shall be made public prior to that person having an opportunity to examine the same.
- E. The above shall not, however, apply to confidential references furnished by request, where representations have been made to the supplier that any information supplied will remain confidential.
- F. Prior to the implementation of any change in the existing evaluation form, such change(s) will be discussed with the NTPO. See Addendum F.

ARTICLE XIV WORK YEAR – WORK WEEK

A. Ten Month Employees

Bargaining unit members having a 10-month work year obligation shall be employed on a fiscal year basis (September 1 – August 31). Such bargaining unit members who were eligible to and who validly elected salary adjustment Option 1 or 2 in accord with the 2003-2006 collective bargaining agreement shall have a work year equal to the number of work days exclusive of forty-seven (47) non-accruable vacation days and the number of holidays as set forth in this agreement. Bargaining unit members having a 10-month work year obligation who were hired after the NTPO ratification date of February 19, 2003 shall have a work year equal to the number of work days exclusive of forty-two (42) non-accruable vacation days and the number of holidays as set forth in this agreement.

B. All Other Employees

All other bargaining unit members are appointed on a fiscal year basis (September 1 – August 31). Their work year shall be equal to the number of work days exclusive of accrued vacation time and the number of holidays as set forth in this agreement.

C. Work Week

1. The normal work day for bargaining unit members is seven and one-half (7 1/2) hours in length exclusive of a one (1) hour lunch period. Such hours shall normally be discharged between 8:00 a.m. and 5:00 p.m., Monday through Friday, with the precise hours of work to be established by the bargaining unit member's supervisor, with the approval of the Vice President having responsibility for the administrative unit to which the bargaining unit member's position is assigned. Preference in scheduling shall be afforded senior unit members.
2. Summer hours will be in effect beginning Memorial Day for a period of eleven (11) weeks in accordance with the Administrative Calendar. During the period of summer hours, the work obligation and lunch period shall both be reduced by one-half (1/2) hour so as to provide for a seven (7) hour work day and a seven and one-half (7.5) hour campus presence. During the period of summer hours, regular full-time employees shall be compensated for a regular work day if they work and/or charge leave accruals for a full summer day; otherwise they will be compensated at their regular rate for hours actually worked. Vacation and sick leave accruals will not be reduced during the period of summer hours; however, time taken for such leave must be charged in accordance with the regular seven and one-half (7.5) hour College work day.
3. If necessary, an employee may be temporarily assigned outside the timeframe set forth in paragraph 1 above so as to provide equal services to students taking courses in the evening and/or weekend hours.
 - a. The College will notify affected employees, in writing, of any changes in their work day or work week if possible no less than three (3) days in advance of the effective date of the scheduled change.
 - b. The College, in its discretion, will consider employee requests to provide services remotely during evening and/or weekend hours.
 - c. If possible, the College will not schedule an employee to a continuous evening or weekend schedule for more than a three (3) week period.
 - d. Nothing in this Memorandum of Agreement shall prevent the College from entering into a different arrangement on a volunteer basis.
 - e. As of the date of complete execution of this agreement this section supersedes the Memorandum of Agreement signed March 4, 2020 with an effective date of March 1, 2020.
4. Where a position is not directly related to student class schedules, or where the normal working day does not have a bearing on the responsibilities of the position, an employee holding that position may request to work a flexible schedule which more closely accommodates the time demands of the position. In no event, however, shall a flexible schedule be requested in order to obtain other employment or produce a work week of

under thirty-seven and one-half (37 1/2) hours or cause the employee to be on campus fewer than four (4) of the normal five (5) working days each week. Applications for a flexible work schedule must be submitted to the employee's immediate supervisor and be approved by the Vice President having responsibility for the employee's administrative unit.

Where such approved flexible schedules require a unit member to work beyond a thirty-seven and one-half (37.5) hour work week, the unit member will be granted a flexible time accrual that equals the time worked beyond their thirty-seven and one-half (37.5) hour work week. Accrued flexible time shall not exceed twenty-two and one-half (22.5) hours at any time and any accrued time remaining at the point of terminating employment with the College shall be paid as if it were vacation leave.

D. Overtime

1. Overtime at the rate of time and one-half (1 ½) the employee's existing rate of pay will be paid for authorized work performed in excess of thirty-seven and one-half (37 ½) per week [for employees scheduled to work thirty-seven and one-half (37 ½) hours per week] provided that said overtime rate is more than thirty-eight (\$38) dollars per hour. If the overtime rate is less than thirty-eight (\$38) dollars the employee shall be paid thirty-eight dollars (\$38) per hour for all hours worked beyond thirty-seven and one-half (37 ½) in a week.
2. In lieu of overtime compensation as described in Paragraph 1 of this section, employees may receive compensatory time of time and one-half (1 ½) for overtime hours worked. Employees wishing to receive compensatory time shall so indicate on the appropriate form provided by the College and will submit said form for the pay period in which the overtime was worked. The receipt of compensatory time or pay for overtime shall be at the discretion of the employee. Compensatory time will be taken in no less than thirty (30) minutes.
3. Employees will continue to designate in advance whether they want to receive the overtime compensation for the specific event all in cash or whether it will all be added to their accumulated compensatory time. Employees may not allocate portions to both for any one overtime event.
4. Employees may not accumulate more than two-hundred forty (240) hours of compensatory time. In those instances when an employee's request to receive compensatory time will cause the employee to exceed two-hundred forty (240) hours, the posted compensatory time will be brought up to two-hundred forty (240) hours and the employee will be paid all time in excess of two-hundred forty (240) hours in overtime pay as described in Paragraph 1 of this article.
5. Employees will have the right to receive all or a portion of their accumulated compensatory time in a cash payment. In order to obtain payment, an employee must give notice at least thirty (30) days in advance on forms designed for this purpose detailing the number of compensatory hours the employee wishes to convert to payment. On or before December 31 each year the College will pay out all accumulated compensatory time at the employee's then applicable rate of pay. Said payment will be made in a check separate and distinct from the regular payroll check.

See Addendum G. The parties agree that they have read the exemplars contained herein and agree that this is the manner in which this Article should be interpreted.

**ARTICLE XV
JUST CAUSE**

- A. Employees on continuing appointment shall not be dismissed except for retrenchment or just cause.
- B. In the event of a disciplinary action or the termination for cause of an employee on continuing appointment, the procedure, if requested by the employee, shall be initiated at Stage Two (Presidential level) of the grievance procedure by grievance filed in the office of the Vice President for Administration within fifteen (15) days of the event, or notice thereof.

**ARTICLE XVI
RETRENCHMENT/RESIGNATION/RETIREMENT**

Retrenchment

- A. The retrenchment/layoff and/or recall of bargaining unit members are in the sole discretion of the College and are subject to review under the grievance procedure hereof only as to questions of seniority within function areas and timeliness of notice.
- B. In the event of the reduction of the full-time staff, the College will give those employees on continuing appointment who are to be affected one hundred (100) working days' notice or pay in lieu thereof prior to the effective day of layoff. Layoffs shall be made within the function area in inverse order of original appointment (first date of employment) to the College.
 - 1. Function areas and matters related thereto shall be as set forth in Addendum C annexed.
 - 2. Part-time employees shall be laid off before probationary employees, and probationary employees before employees on continuing appointment. Upon layoff, the employee shall be paid for all vacation accrued at the time of layoff.
 - 3. If two (2) persons have the same date of original appointment, date of signed, returned salary agreement shall be determinative of their respective seniority.
 - 4. In the event that a bargaining unit vacancy exists in other administrative areas at the time of layoff, affected employees on continuing appointment, qualified in such other administrative areas, shall be given priority consideration for employment in such areas. Qualified shall mean the possession of the minimum educational and experience requirements of a position as determined by the College's notice of vacant position.
 - 5. Employees who are given one-hundred (100) days' notice shall be eligible to request, within the notification period, up to ten (10) working days' Administrative Leave for the purpose of participating in interview processes for employment outside the College. Such interview opportunities shall be documented with the employee's immediate supervisor and the requested leave shall be subject to approval by the supervisor and the responsible area Vice President. Subject to the bargaining unit member's work responsibilities, such request shall not be unreasonably denied.
- C. Laid-off employees on continuing appointment shall, for a period of two (2) years have a right to be reinstated/recalled in inverse order of his/her layoff to a unit vacancy within a function area

for which he/she is qualified. During this period the former position of a laid-off employee will not be filled by a less junior replacement unless the employee has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice. Such notice will be by Registered or Certified Mail (return receipt), addressed to the last address filed in the Personnel Office by the employee. If an employee fails to notify the Personnel Office, in writing, within three (3) weeks of mailing thereof indicating acceptance thereof, the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.

- D. If an employee is reinstated/recalled to the same position from which he/she was retrenched, he/she shall retain seniority and benefit credits as of date of lay-off and be employed at a salary he/she would have received had the lay-off not occurred.

If an employee is reinstated/recalled to a position for which he/she is qualified but not the position retrenched, such employee shall retain seniority and benefit credits as of the date of lay-off but shall be employed at the salary level established for the position and shall serve a one (1) year probationary period. Such employee shall remain on the recall list for the balance of remaining recall eligibility for the sole purpose of being recalled to the position from which he/she was originally retrenched.

- E. In the event the College has made a decision to retrench the employees, such decision shall be promptly communicated to the NTPO and the NTPO upon request shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the impact of redistributed functions, if any, upon remaining unit members within a function area(s) that has (have) been retrenched.
- F. If retrenchment/layoff is declared, those employees affected will be provided an opportunity to use College personnel and institutional facilities to aid in a job search.

Resignation

- A. A bargaining unit member desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor, at least twenty (20) working days prior to the effective date of said termination of services.
- B. The following describes terminal benefits for non-teaching professional employees who voluntarily terminate their services with the College:
1. **Health Insurance Program.** The employee and his/her family will be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded.
 2. **Retirement System.** Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination. Employees in TIAA may withdraw funds from this plan consistent with the options provided by the Optional Retirement Program (ORP).
 3. **Vacation Accruals.** The College will pay the employee at his/her regular salary rate for all accrued vacation at the time of termination.

4. **Sick Leave.**

- a) An employee not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College and who elects to resign shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.
- b) An employee not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College in lieu of the lump sum payment above outlined may, at his/her option, make an irrevocable election to have the sum to which entitled upon termination as set forth in the above paragraph credited to an account for the payment of his/her premium cost of the College health insurance plan following resignation under the same terms and conditions as provided for retirees in Article XVI. Health Insurance Program 1. (a).

Retirement

Employees planning to retire should provide the College with as much advance notice as possible. Thirty (30) working days advance notice is required to qualify hereunder.

The following describes the terminal and other benefits available to bargaining unit members leaving the employ of the College by reason of retirement.

Health Insurance Program.

- a) An employee eligible to and who does retire under his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of payment of insurance premiums during the retirement of said employee. To be eligible for this benefit, the retiring employee must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.
- b) In the event that an employee who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the employee's dependents theretofore (spouse and/or eligible children), if any, shall, so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.
- c) At the time of retirement the retiree may, at his/her further irrevocable option, have deducted from the dollar value of his/her accumulated sick leave a sum up to forty percent (40%) of the dollar value of his/her accumulated sick leave and be paid the same; the balance as heretofore outlined constituting an account to cover payment of the retiree's health insurance premiums.
- d) An employee eligible to retire under conditions set forth in paragraph 1 (a) not electing the options provided under paragraphs 1 (a) or 1 (c) hereof shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

Retirement System. The College will continue to make contributions to the retirement system

through the effective date of an employee's retirement.

Vacation Accruals. To a maximum of forty (40) days the College will pay such eligible employees at their regular salary rate at the time of retirement for all accrued vacation at the time of retirement.

Exceptions to the foregoing are those individuals covered by "Vacation Leave," Article XIX (B)(2) who, at the time of retirement, may have accrued vacation leave in excess of forty (40) days for which they shall be paid and those individuals who have excess accruals as specified in XIX, B.6.

ARTICLE XVII PROMOTIONS AND TRANSFERS

- A. Promotions and transfers within the function areas are possible and, where practical, encouraged. Notices of all available positions (faculty, non-teaching professional and other opportunities having an earning potential) will be advertised on the College web site. Detailed information about any position so advertised can be obtained from the Office of Human Resources. Promotions are made by the President of the College upon recommendation of the appropriate administrative supervisor and approved by the Board of Trustees.
- B. A copy of each notice of vacancy in bargaining unit positions shall be forwarded to the President of the NTPO prior to posting by the College. Qualified bargaining unit members shall be given consideration equal to all others.

ARTICLE XVIII HOLIDAYS

Scheduled Holidays

For the term of this agreement, bargaining unit members will be accorded the following holidays, with pay, where such holidays fall on a normal College work day:

- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday following Thanksgiving
- The day prior to Christmas
- Christmas Day
- The day prior to New Year's Day
- New Year's Day
- Washington's Birthday
- Good Friday
- The Monday following Easter Sunday
- Memorial Day
- Independence Day

If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday; provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such a day will be credited as an additional vacation day to the employee who is required to work on such a day.

The College may designate an alternate holiday to Columbus Day and/or Washington's Birthday upon notice to employees on or before September 1st of the College year in which the holidays fall.

ARTICLE XIX LEAVES OF ABSENCE

Maternity Leave

- A. A leave of absence due to a disability arising out of pregnancy (defined as the period of temporary disability caused by or contributed to by childbirth or the recovery there from) may be charged to sick leave. The benefits available and validation of need will be consistent with the provisions of this agreement.
- B. Unpaid leaves of absence relating to child care or the period immediately preceding the disability arising out of a pregnancy shall be available consistent with the unpaid leave provisions hereof. Such leave shall be for a period of up to one year commencing with childbirth or the onset of the disability.

Workers' Compensation Leave

When an employee is absent from his/her duties as a result of on-the-job injury covered by Workers' Compensation, he/she will be paid at the level of his/her salary which would otherwise have been due but for said injury (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of six (6) months from date of injury, and no part of such actions will be charged to leave to which he/she may be otherwise entitled.

Military Leave

- A. In accordance with all applicable sections of Military Law, the College will grant military leave with full pay to bargaining unit members who, as members of a military reserve unit, perform an ordered military tour of duty to a maximum of thirty (30) days in any fiscal year.
- B. Notice of military obligation will be reported to the bargaining unit member's immediate supervisor as soon as orders are received for military duty. Verification of military orders may be required by the College.

Jury Duty

Bargaining unit members scheduled for jury duty shall be released from employment responsibilities for such duties which conflict with their professional responsibilities without loss of salary. All jury duty payments, exclusive of food and travel allowances, shall be remitted to the College with documentation of such payments from the appropriate court official.

Vacation Leave

- A. Employees in positions having less than a twelve (12) month work obligation are not eligible for vacation leave as hereinafter set forth.
- B. Employees in positions with a twelve (12) month work obligation having either probationary or

continuing appointments shall be eligible for vacation leave and shall accrue such leave as follows:

- i. Any such employee who was eligible to and who had validly elected Option 1 or Option 2 in the 2003-2006 collective bargaining agreement shall accrue such leave as follows:

	<u>Accrual Rate Per Pay Period</u>	<u>Total Annual Accrual in Minutes</u>	<u>Total Annual Accrual in Days and Minutes</u>
1- 5 inclusive	6.65	10374	23 days and 24 minutes
6-10 Inclusive	7.80	12168	27 days and 18 minutes
More than 10	9.25	14430	32 days and 30 minutes

- ii. Employees eligible for vacation leave and who had validly elected salary adjustment Option 3 or who were deemed to have had elected Option 3 or who were hired after the NTPO ratification date of February 19, 2003 shall accrue such leave as follows:

	<u>Accrual Rate Per Pay Period</u>	<u>Total Annual Accrual in Minutes</u>	<u>Total Annual Accrual in Days and Minutes</u>
1- 5 inclusive	5.20	8112	18 days and 12 minutes
6-10 Inclusive	6.35	9906	22 days and 6 minutes
More than 10	7.80	12168	27 days and 18 minutes

- 1. Vacation leave is accrued on a pay period basis and may not be taken in advance of accruals. Bargaining unit members eligible for vacation leave may accrue such leave to a maximum of forty (40) days with accrual computation to be made annually, effective on the last working day in the month of August.

Under unusual circumstances a bargaining unit member may carry over up to ten (10) days from the previous year that would result in a temporary new maximum accrual beyond the normal forty (40) days maximum. Such carry over vacation days must be utilized in the carry over year together with the new accruals since the maximum accrual will automatically revert to forty (40) days as of August 31 of the carry over year.

Requests for vacation carry over shall be made by the bargaining unit member to the immediate supervisor indicating the circumstances requiring carry over consideration. Requests shall be subject to the immediate supervisor's recommendation to the responsible Vice President whose decision shall be final and binding. Carry over shall not be granted for consecutive years.

To qualify for carry over, employees shall take no less than three (3) weeks of vacation per fiscal year.

- 2. Employees having vacation accruals, inclusive of "vacation bank days," in excess of forty (40) days may maintain but may not thereafter increase such accruals. In no event shall the College pay bargaining unit members for unused vacation leave accruals, except as provided in Article XVI, "Resignation," and "Retirement".
- 3. Use of vacation leave shall be subject to the prior written approval of the bargaining unit member's immediate supervisor.

4. Vacation leave may not be taken in less than one (1) hour units except when a vacation leave request is for three and one-half (3 1/2) hours.
5. Upon written request submitted one (1) pay period in advance, bargaining unit employees may obtain, in advance, salary to be paid during such vacation period.
6. Vacation accruals in excess of the forty (40) days maximum on the date of accrual computation (September 1) may, at the option of the employee, (inclusive of employees identified in No. 2 above) who has taken no less than three (3) weeks of vacation, place up to ten (10) days of vacation in a vacation bank. Such individually credited vacation banks shall not exceed a maximum credit of fifty (50) days and payment to the employee will be made when the employee either resigns, retires or otherwise terminates from his/her position with the College. Payment shall be at the employee's daily rate of pay as of their last day of employment as a non-teaching professional employee.

Additionally, bargaining unit members may opt to withdraw vacation bank days in cash from their individually established bank balances at their current rate of pay subject to any and all required payroll deductions. Such withdrawal requests must be made on a form supplied by the Office of Human Resources and payment shall be made no later than one month following the date of request for withdrawal.

7. The records of the Office of the Vice President for Administration shall be conclusive and final and binding evidence of the employees who elected Option 1 or Option 2 or Option 3, or who were deemed to have elected Option 3, or who were hired after the NTPO ratification date of February 19, 2003 and the question of what Option the employee may have elected or may be subject to shall not be grievable.

Sick Leave

- A. (1) All employees, except for those employees who had validly elected salary adjustment Option 2 as set forth in Addendum A in the 2003-2006 collective bargaining agreement shall be credited with twelve (12) days of sick leave at the beginning of each fiscal year, i.e., September 1, prorated as to employees who begin employment after September 1. Those employees having work years of nine (9) or ten (10) months duration will be credited with the appropriate pro rata share of the twelve (12) day annual allotments.

- (2) Consistent with said Addendum A of the 2003-2006 collective bargaining agreement, all employees who had validly elected salary adjustment Option 2 shall be credited with sick leave as follows September 1 of each fiscal year thereafter, six (6) days of sick leave. Those employees who have a work year of nine (9) or ten (10) months duration will be credited with the appropriate pro rata share of the ten (10), eight (8) or six (6) day annual allotments.

- B. Sick Leave may be accrued from year to year in accordance with the following:

Employees with ten (10) month appointments	165 days maximum accrual
Employees with twelve (12) month appointments	190 days maximum accrual

- C. Up to fifteen (15) days of current and/or accumulated sick leave a year may be used in the event of death or illness within the immediate family. "Immediate family" is understood to mean: husband, wife, son, daughter, father, mother, foster parents, brother or sister. Use of sick leave

in the event of death or illness not within the immediate family will be considered on an individual basis.

- D. Sick leave may be used in units of one (1) hour. Validation of sick leave usage, including disability arising out of pregnancy, may be requested in the form of a physician's certificate. In the case of pregnancy, the period of temporary disability caused by or contributed to by childbirth or the recovery there from may be charged to sick leave. In cases of scheduled medical or dental appointments, sick leave may be used in units of one-half (1/2) hour.
- E. Upon exhaustion of all sick and personal leave accumulations and upon the submission of a physician's verification of total disability, employees shall be entitled to extended sick leave at half-salary equal to one pay period for each year of full-time employment at the College.
- F. Except in emergencies, employees are required to notify their immediate supervisor of their sick leave absence within two (2) hours of the start of their work day.
- G. The records of the Office of the Vice President for Administration shall be conclusive and final and binding evidence of the employees who elected Option 1 or Option 2 or Option 3, or who were deemed to have elected Option 3, or who were hired after the NTPO ratification date of February 19, 2003 and the question of what Option the employee may have elected or may be subject to shall not be grievable.

Personal Leave

- A. Employees are annually entitled to three (3) days (22.5 hours) of personal leave without loss of pay for urgent personal business which cannot be deferred, for the observance of religious holidays, or the observance of legal or public holidays not addressed in ARTICLE XVIII. Based on the foregoing, personal leave is, generally, not taken in conjunction with either vacation leave or holidays. Persons coming into the employ of the College after the start of the fiscal year (September 1) will be granted the pro rata share of the personal leave allotment based on the effective date of their appointment and the end of the fiscal year (August 31).
- B. Personal leave requests must be approved by an employee's immediate supervisor and, except in emergency situations, requests must be submitted in advance on the forms provided for this purpose. When personal leave must be taken due to an emergency situation, employees shall report their absence or intended absence to their immediate supervisor or his/her designee at the first possible opportunity. Each instance of personal leave must be reported on the next attendance report.
- C. Personal leave may not be taken in units of less than one-half (1/2) hour.
- D. At the expiration of the fiscal year, those employees who have not exhausted their personal leave days shall have such unused leave converted to sick leave and added to their sick leave accruals to the maximum allowed.

Sabbatical Leave

- A. Sabbatical leaves of absence may be granted to bargaining unit personnel upon application to the President of the College and approved by the College's Board of Trustees. The total number of sabbatical leaves granted shall be subject to budget limitations and guidelines established by the College's Board of Trustees.

- B. Non-teaching professional personnel become eligible for sabbatical leave after the completion of six (6) years of service at the College. Application for a sabbatical leave may be filed during the sixth (6th) or subsequent year of employment, to be effective for the seventh (7th) or subsequent year of employment. At the option of the employee, the sabbatical leave request may be for one (1) or two (2) academic semesters at full salary. Alternative leave durations not exceeding two (2) academic semesters and alternative compensation patterns not exceeding full salary, may be proposed by an employee requesting a sabbatical where the purposes and objectives of the sabbatical are not consistent with the traditional duration of an academic semester (16 weeks). The salary so paid shall not be reduced by any grant or fellowship received by the employee.
- C. Sabbatical leave recipients and the terms of their remuneration shall be determined by the Board of Trustees. Applications for leave must be made in writing to the President of the College with a copy to the employee's immediate supervisor and to the Sabbatical Leave Committee by January 31 of the year preceding the academic year in which the leave is to be taken. As part of the application for sabbatical leave employees shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the courses to be pursued and their relationship to the applicant's professional position. Application for leaves for professional or educational experience must state the specific education objective and the direct relationship to the applicant's field of endeavor. Applications should be endorsed by the employee's immediate supervisor with the recommendations and reasons therefore at the time the application is submitted. Any member of the non-teaching professional staff on sabbatical leave remains an employee of the College and his/her salary will be subject to the normal deductions for Social Security, income tax, health insurance and other deductions. Upon return from sabbatical leave, the employee will be restored to the position held prior to the sabbatical leave or to a compatible position, one equal to that had he/she been in regular attendance at the College during the period of the sabbatical leave.
- D. There shall exist a Sabbatical Leave Committee composed of five (5) employees of the College appointed by the President of the College, two (2) of whom shall be bargaining unit members. The Committee shall review each application; rate each as to merit; list the same in priority order and forward its recommendations to the Office of the President of the College. An applicant may not be a member of the Committee.
- E. Following a sabbatical leave, an employee is expected to return and complete full-time service to the College in the ratio of twice the actual time granted on a fully paid sabbatical. For example, a one-semester fully paid sabbatical shall require a return service commitment of thirty-two (32) weeks; a ten (10) week, one-half (1/2) paid sabbatical, shall require a return service commitment of ten (10) weeks. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

Within forty (40) working days of return from sabbatical leave an employee shall make a detailed report to the President of the College covering his/her sabbatical activities and accomplishments.

Unpaid Leave

- A. A leave of absence of up to one (1) year may be granted upon application provided such application is made one (1) semester in advance of the date the leave is scheduled to begin and that such leave is concurrent with the College's academic year or, in the case of child care leave, five (5) months in advance of the date the leave is scheduled to begin. Applications made in variance with this policy will be granted at the discretion of the College.
- B. Leaves covered by this policy include those directly related to professional development, such as

advanced study, exchange teaching or other employment; those which allow for a term in a professional or political office; and those for child care. Employees granted unpaid leaves of absence as defined by this policy statement will, upon return to active employment status, receive a salary equal to that which they would have received had they worked at the College during such period.

Accrual Statement

Bargaining unit members, upon written request, will receive a statement showing their accruals or balances in all appropriate leave categories.

Bereavement Leave

Bargaining unit members will be granted up to four (4) consecutive working days without loss of pay in the event of a death in the employee's immediate family. (For the purposes hereof "immediate family" shall be: spouse, child, grandchild, foster/step-child, parent, grandparent, brother, sister, mother-in-law, father-in-law, or blood relative residing in the employee's household.) The first day of such leave shall be the first work day immediately subsequent to the death of the family member.

ARTICLE XX INSURANCE

A. Health Insurance Coverage

1. As of the date of this Agreement, the College makes available as primary plans to all full-time bargaining unit members and their eligible dependents Capital District Physicians Health Plan and MVP. The College will continue to make available to those parties' coverage as congruent as possible to these primary plans. With respect to primary plans, the College reserves the right to change carriers or to self-insure, as it deems appropriate, so long as the coverage and benefits remain as congruent as possible with those currently provided. The College agrees to attempt to minimize changes by incumbent providers and HMO's from one plan year to another. However, the College will not be responsible for changes unilaterally imposed by an insurance provider or HMO in benefits, co-payment provisions or deductibles.

The College shall make available to all N T P O unit Non-Teaching Professional staff a dental plan whose benefits are equivalent to the dental plan now in effect for employees of the County of Rensselaer. Should the level or scope of benefits provided under the county-wide plan be increased for county employees, the same increase(s) shall automatically be accorded to eligible bargaining unit members covered by this Agreement. Members electing Dental coverage, effective September 1, 2015, shall pay twenty-three dollars (\$23) per month ending August 31, 2017.

2. The College may continue to provide alternatives to the two primary health plans identified above which make available less costly coverage. It is understood that these are alternatives to primary plans and enrollment replaces coverage under a primary plan. It is also understood that such alternatives are offered at the discretion of the College and such alternatives are not subject to any criterion of congruency with primary plans. With respect to the alternative plans, the College reserves the right to self-insure or to provide as many or as few plans as it deems appropriate with no restriction on included benefit or coverage levels.

The parties agree to establish a Labor Management Committee to review and make

recommendations to the College concerning possible alternative medical insurance options. The Committee shall be composed of three members of the NTPO together with the Vice President for Administration, Director of Human Resources and Chief Fiscal Officer of the College. From time to time, the College may make available to the Committee the College's insurance consultant.

3. In the event of a change of health insurance carriers or the election by the College to self-insure any one or more of the coverages provided, such change shall be made only after thirty (30) calendar days' notice to and subsequent consultation with the NTPO. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

B. College Contribution to Premium Cost of Health Insurance.

1. The College shall contribute the dollar equivalent of one-hundred percent (100%) of the premium cost of individual health insurance coverage and seventy percent (70%) of the premium cost of the dependent health insurance coverage for all eligible employees who elect such coverage. In addition and, subject to change, in accord with Article XV (A), the cost of any premium increases in the dependency coverage of the health insurance program shall be borne equally by the College and the bargaining unit member. If, however, the College effects a savings in the total cost of the health insurance program covering bargaining unit members, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of this dependency coverage as described herein.
2. Effective January 1, 2015 all employees will pay the portion of family premium as described in Paragraph 1 for the duration of employment.
3. Effective January 1, 2015 now current employees shall pay 5% of the full premium cost for individual health insurance. Effective January 1, 2016 such employees shall pay 10% of the full premium cost for individual health insurance coverage.
4. Employees hired after ratification date of the agreement shall pay 15% of the full premium cost for individual health insurance.

C. Premium Contributions

Those employees who elect health insurance coverage as provided by other than a Primary plan as listed above will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

D. Health Insurance Waiver

Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the College Health Insurance Program and may provide for his/her own health insurance. The College will place \$50 in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination.

E. Long Term Disability

The College shall continue to provide full time employees a long term disability plan at benefit levels currently in effect as described in the plan available in the Office of Human Resources.

The College reserves the right to change providers or to self-insure provided that existing benefit levels are maintained or enhanced.

**ARTICLE XXI
MISCELLANEOUS**

Validation of Attendance

On a bi-weekly basis, bargaining unit members will complete and submit to their immediate supervisor the attendance verification form prescribed by the College. The submission of this record, approved by the employee's immediate supervisor, will provide the College with the authority to issue regular salary checks.

Annual Salary Agreement

- A. Every bargaining unit member shall receive an annual salary agreement, consistent herewith, setting forth his/her employment title, appointment status, and salary.
- B. Salary agreements shall be signed and returned by each bargaining unit member within thirty (30) calendar days subsequent to receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the bargaining unit member; failure to do so shall constitute a resignation.

Salary Installments

The salary as stipulated on the salary agreement of each bargaining unit member shall be paid on a bi-weekly basis in twenty-six (26) or twenty-seven (27) approximately equal installments based upon the number of pay days in the working year.

Professional Freedom

The non-teaching professional employee is entitled to freedom in the discharge of his professional responsibilities, but should be careful not to introduce into his work controversial matters which have no bearing on his employment responsibilities.

Personnel Files

- A. The College shall maintain a personnel file for each bargaining unit member. Such file shall contain records pertinent to the bargaining unit member's employment with the College and shall be located in the Office of the Vice President for Administration or in such other location as the College shall determine, with notice to the NTPO.
- B. Bargaining unit members may review their personnel files in the presence of the Vice President

for Administration, or his/her designee, upon two (2) day's advance notice and shall have the right to place in their file a response to anything contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, or by operation of law, that such material is invalid.

Interruption of College Operations

The protocol for such procedure shall be set forth in Addendum D which is also posted on the College website.

Labor-Management Committee

There shall exist a labor-management committee composed of the President of the NTPO and three bargaining unit members appointed by the NTPO, the Vice President for Administration and up to two members appointed by the Vice President for Administration which shall meet at the request of either the President of the NTPO or the Vice President for Administration as the interests of the NTPO or of the College may require for the purposes of considering non-contractual matters of mutual concern.

ARTICLE XXII ECONOMIC ADJUSTMENTS

Matters relating to base salary increases and other economic considerations during the term of this agreement shall be as set forth in Addendum A annexed.

ARTICLE XXIII TUITION WAIVER

For the term of this Agreement, the College shall provide a tuition waiver of three hundred (300) credit hours for all matriculated or non-matriculated children or spouses of bargaining unit members.

A bargaining unit member may apply for a tuition waiver on behalf of a child/children/spouse in Fall, Spring, Intersession and Summer terms. The application period will open eight (8) weeks before a term and will end one (1) week before a term (the term will be defined by Banner). Waivers will be distributed on a first-come, first-served basis up to the three hundred (300) credit hour limit in each year. The required application for a tuition reimbursement and its submission and payment shall be in accord with the procedures developed by the Vice President for Administration.

Tuition waivers for bargaining unit members will be granted at the discretion of the College which shall not be unreasonably withheld. Waivers for bargaining unit members only may be for credit or non-credit bearing courses and not subject to the three hundred (300) credit hour limit as set forth above.

ARTICLE XXIV GRIEVANCE PROCEDURE

The grievance/arbitration procedure shall be as set forth in Addendum B annexed.

**ARTICLE XXV
TERM**

This Agreement shall be effective 1 September 2020, and remain in full force and effect until 31 August 2025, and from year to year (1 September – 31 August) thereafter, unless either party shall notify the other, in writing, of a desire to modify, amend or terminate the same on or prior to 1 January 2025 or 1 January of any subsequent year. Unless stated to the contrary, all terms and conditions herein contained shall become effective 1 September 2020

**ADDENDUM A
ECONOMIC ADJUSTMENTS**

Salary Adjustment

Each returning bargaining unit member as of October 7, 2021 shall, effective September 1st of each year listed below, have his/her previous year's base salary increased as follows:

2020	Two Percent (2%)
2021	Two Percent (2%)
2022	Two Percent (2%)
2023	Two Percent (2%)
2024	Two Percent (2%)

Bargaining unit members who resigned prior to October 7, 2021 will receive the pro-rata share based on hours worked. Bargaining unit members who retired or were terminated prior to October 7, 2021 are not entitled to the increase.

Longevity Compensation

Effective 1 September 2013, employees with the following years of full-time service at the College shall receive base salary longevity compensation as indicated:

Longevity	09/01
5 Years	\$254
10 Years	\$316
15 Years	\$378
20 Years	\$504
25 Years	\$631
30 Years	\$818
35 Years	\$1,106

Merit Service Compensation

Employees with continuous service with the College whose two (2) immediately previous evaluations were at or beyond "Wholly Satisfactory" which constitutes the supervisor's (evaluator's) recommendation of entitlement to Merit Service Compensation shall receive Merit Service Compensation added to base salary as indicated:

Merit	09/01
10 Years	\$316
15 Years	\$631
20 Years	\$943
25 Years	\$1,129
30 Years	\$1,692

In the event that an employee fails to qualify for Merit Service compensation at ten (10), fifteen (15),

twenty (20), twenty-five (25) or thirty (30) years of service, such employee shall nevertheless be eligible therefore in subsequent years, between eligibility intervals, subject to the same pre-conditions.

Merit Awards

Effective 1991/1992 and each year thereafter during the term of this Agreement, the College may, in its sole discretion, grant base salary adjustment merit awards.

In 1991/92 the College shall grant merit awards to one (1) percent of the unit member's 1990/91 annual salary. Unit members eligible for such merit awards are defined as those unit members employed as of 5/17/91.

While the contractual commitment to merit awards for 1991/92 is as defined above and there exists no contractual requirement for a specific financial commitment to merit awards during 1992/93 or 1993/94, the College may, in its sole discretion, grant such base salary adjustment merit awards in excess of the contractually established requirements.

Merit awards recommended by the president require Trustee review and determination with such Trustee determinations to be made no later than May 31.

ADDENDUM B GRIEVANCE PROCEDURE

Definitions

A "**Grievance**" is a claim by any party hereto, a bargaining unit member or a group of bargaining unit members alleging a violation, misinterpretation or misapplication of this Agreement.

NTPO shall mean Hudson Valley Community College Non-Teaching Professional Organization.

Aggrieved Party shall mean the NTPO and/or any person or group of persons in the negotiating unit filing a grievance.

Party in Interest shall mean the NTPO and/or party named in a grievance who is not the aggrieved party.

Grievance Committee is the committee created and constituted by the Hudson Valley Community College Non-Teaching Professional Organization.

Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage or grievance hereunder.

Immediate Supervisor shall mean the next higher level of authority above the aggrieved in the department wherein the alleged grievance occurred.

Time Limits shall mean the number of days for processing grievances.

Days shall mean work days on which the College is scheduled to be in operation.

Decisions shall mean the ruling, determination, report, or disposition made at any step of the procedure.

General Provisions

1. Except as provided for at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, a brief statement of the nature of the grievance, the specific provision(s) and/or section(s) of the Agreement that are alleged to have been violated, and the redress sought by the aggrieved party.
2. Except decisions made in association with part I of the informal stage, all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved party and to the parties hereto. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and/or the NTPO within the specific time limits shall permit the lodging of an appeal at the next stage of the procedure within five (5) days after the expiration of the period which would have been allowed for appeal had the decision been communicated by the final day.
3. The time limits specified herein may be extended only by mutual agreement.

4. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance shall be deemed to be abandoned by the grievant.
5. Except at the informal stage (Stage 1) of the grievance procedure, the aggrieved and/or the representative of the aggrieved and the College shall have the right at all stages of the grievance procedure to provide testimony on their behalf and to cross-examine all witnesses and to call witnesses on their own behalf and be furnished with a copy of the minutes or transcript of the proceedings, if any.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in the office of the Vice President for Administration separately from the personnel file(s) of the aggrieved parties and parties in interest.
7. The NTPO may not file a grievance on behalf of a bargaining unit member or bargaining unit members without the consent of said bargaining unit member or bargaining unit members. Such grievance having department, division or institution-wide implications may be submitted by the NTPO directly at Stage 2 described below.

Representation

1. Representation at any step of the grievance shall be limited to the NTPO or any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.
2. The NTPO shall provide the College with the name of the individual who is to be provided with a copy of all grievance decisions
3. The College shall give the grievant or his/her representative and the NTPO Grievance Committee at least five (5) days advance notice as to the dates and locations for all grievance hearings and/or meetings associated therewith.
4. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the NTPO, the hearing officer making the decision will cause to be served upon the NTPO a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, if any, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision and all previous decisions in the proceeding. Said papers will be served upon the Grievance Committee of the NTPO simultaneously with the rendering of the decision by such hearing officer.

STAGES OF THE GRIEVANCE PROCEDURE

1. STAGE ONE – INFORMAL

- a. Nothing contained herein will be constituted as limiting the right of any member having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement, and the NTPO has been given an opportunity to be present at such adjustment and to state its views of the grievance.

- b. A grievance must be presented to the bargaining unit member's immediate supervisor within fifteen (15) days after the alleged grievance occurred or became known.
- c. A bargaining unit member having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally.
- d. If the grievance is not resolved informally within five (5) days of its submission to the supervisor it shall, within seven (7) days of submission to the supervisor, be reduced to writing and presented to the supervisor. Within five (5) days after the written grievance has been presented to him/her the appropriate supervisor shall render a decision thereon in writing.

2. STAGE TWO – PRESIDENT OF THE COLLEGE

- a. If the aggrieved party is not satisfied with the written decision rendered by the supervisor at the conclusion of stage one and wishes to proceed further under this grievance procedure, the grievant and/or NTPO shall within fifteen (15) days of the receipt of the decision at stage one file a written appeal of the decision at stage 1 with the President of the College. Copies of such decision rendered at stage one shall be submitted with such appeal.
- b. Within two (2) working days after receipt of the appeal, the President or his/her duly authorized representative, shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.
- c. If the grievance is not resolved as a result of the pre-hearing conference, the President or his/her representative shall commence a hearing on the matter within ten (10) working days of the date of the pre-hearing conference. The President shall render a decision within five (5) working days after the conclusion of the hearing.

3. STAGE THREE – BINDING ARBITRATION

- a. If the NTPO is not satisfied with the decision at Stage 2 and the NTPO determines that the grievance is meritorious and the grievance concerns an alleged violation, misinterpretation, misapplication or inequitable application of specified terms and conditions of the Agreement, except matters involving academic judgment, the Grievance Committee of the NTPO may submit the grievance to Arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 2.
- b. Within five (5) working days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) working days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have the power or authority to make a decision except a decision which concerns a violation, misinterpretation, misapplication or inequitable application of specific terms and conditions of this Agreement, excepting matters involving academic judgment.
- e. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not substitute his or her judgment for the academic judgment of persons charged with the responsibility for making such judgments.

In matters in which the College asserts that the arbitrator may not substitute his or her judgment for the academic judgment of persons charged with the responsibility of making such judgment, the arbitrator shall hear that issue as a threshold question.

If the arbitrator finds that he may not substitute his judgment, the grievance shall be dismissed.

If the arbitrator finds that he has jurisdiction to hear the merits of the case, the parties shall proceed on the merits of the grievance.

- f. The cost of the services for the arbitrator and all other such expenses including the cost of the stenographer, and any other associated costs of the arbitration, will be borne solely by the party whose position is completely dismissed by the arbitrator. If the arbitrator awards partial judgment to both parties, then the costs of those services will be borne equally by the College and the NTPO, or as otherwise may be determined by the arbitrator. The arbitrator will retain jurisdiction and shall determine any dispute between the parties concerning the meaning and/or the application of this provision.

ADDENDUM C

FUNCTION AREAS

Physical Plant

1. Assistant Director of Institutional Services and Events
2. Assistant to the Director of Physical Plant
3. Assistant to the Executive Manager of Physical Plant
4. Director of Institutional Services and Events
5. Facilities Document/Records Manager
6. Operations Assistant of Physical Plant
7. Operations Manager of Physical Plant

Finance

1. Assistant Bursar
2. Assistant Director of Financial Aid
3. Assistant for Financial Analysis
4. Assistant for Financial Analysis/Internal Auditor
5. Associate Bursar
6. Associate Director of Financial Aid
7. Bursar
8. Director of Financial Services Information Technology
9. Financial Aid Information Systems Manager
10. Financial Analyst
11. Financial Services/Accounting Analyst
12. Payroll Supervisor
13. State Certifying Officer
14. Technical Assistant, Financial Aid

Computing

1. Classroom Technology Coordinator
2. Computer Programmer
3. Computer Programmer Analyst
4. Computer Programmer Analyst Trainee
5. Coordinator of Computer Services
6. Coordinator of Computer Services & Operations
7. Coordinator of Instructional Technology Services
8. Data and Voice Communications Technician
9. Director of Student Services Information Technology
10. Educational Engineering Support Specialist
11. Functional Support Specialist
12. Information Technology Specialist
13. Lead Computer Programmer
14. Lead Functional Support Specialist
15. Lead Web Developer
16. Manager of Client Support Systems
17. Manager of Network and Systems
18. Manager of Video Conferencing and Media Technologies
19. Microcomputer Technician
20. Network Specialist

21. Networking Field Technician
22. Procurement & Licensing Coordinator
23. Senior Application Specialist
24. Senior Computer Programmer Analyst
25. Senior Data & Voice Communications Technician
26. Senior Information Technology Specialist
27. Senior Microcomputer Technician
28. Senior Network and Telecommunications Specialist
29. Senior Network Engineer
30. Senior Network Technician
31. Senior Systems & Network Specialist II
32. Senior Systems and Network Specialist I
33. Supervisor of Multimedia & Video Production Services
34. Systems and Network Specialist
35. Systems and Network Specialist II
36. Video Conferencing and Media Technology Support Specialist
37. Web Developer
38. Web Site Specialist

Academic Services

1. Academic Coach
2. Advisement and Retention Specialist
3. Advising Specialist
4. Assistant Director of Workforce Development
5. Assistant Director, Community and Professional Education
6. Assistant Director, Technical Support Services
7. Associate for Academic Planning, Assessment, Research and Accreditation
8. Coordinator for Testing, Placement and NSO
9. Coordinator of Community and Professional Education
10. Coordinator of External Academic Programs
11. Coordinator of Technical/Professional Training
12. Coordinator of Technology Advisement
13. Coordinator of Workforce Development Institute
14. Coordinator, Collegiate Academic Support Services
15. Coordinator, Office of Testing, Advisement and Academic Placement
16. Coordinator, School of Technology Academic Advisement Center
17. Coordinator, Workforce Development Institute
18. Counselor, Continuing Education and Summer Sessions
19. Counselor/Outreach Coordinator
20. Director of Community and Professional Education
21. Director of High School Programs/Educational Outreach
22. Director of Retention and Student Outreach
23. Director of Technical Support Services
24. Director of the Center for Academic Engagement [CAE]
25. Enrollment/Retention Services Technician
26. Instructional Content Developer
27. Instructional Designer
28. Instructional Technology Support Specialist
29. Instructional Technology Support Technician

30. International Student Advisor
31. Library Outreach Specialist
32. Off-Campus Coordinator
33. Online Media Specialist
34. Retention Specialist
35. Scheduling Coordinator
36. Scheduling Officer
37. School of Business Academic Advisement Services Coordinator
38. School of STEM Academic Advisement Services Manager
39. Senior Instructional Designer
40. Senior Media Specialist
41. Technical Assistant, Automotive
42. Technical Assistant, Computer Learning Center [CLC]
43. Technical Assistant, Continuing Education & Summer Sessions
44. Technical Assistant, Dental Hygiene
45. Technical Assistant, High School Programs & Educational Outreach
46. Technical Assistant, Learning Resource Center
47. Technical Assistant, Office of Testing, NSO/Family Sessions, Advisement and Academic Placement
48. Technical Assistant, School of Health Sciences
49. Technical Assistant

Enrollment Management & Student Development

1. Admissions Assistant
2. Admissions Counselor
3. Assistant Coordinator of Cultural Activities
4. Assistant Director and Learning Disability Specialist
5. Assistant Director of Admissions
6. Assistant Director of Athletics
7. Assistant Director of Student Life and Educational Opportunity Program [EOP]
8. Assistant Director, Center for Careers and Transfer
9. Assistant Registrar
10. Associate Director and Adaptive Technology Specialist
11. Associate Director for Counseling
12. Associate Director of Admissions
13. Associate Registrar
14. Athletic Trainer
15. Broadcast TV Production Technician
16. Clinical Coordinator
17. College Nurse
18. Coordinator for Global Initiatives
19. Coordinator of Accessibility
20. Coordinator of Health Services
21. Coordinator of International Student Services/PDSO and Director of International Education
22. Coordinator of Testing, Center for Access and Assistive Technology
23. Counselor
24. Director of First Year Experience and Orientation Programs
25. Director of Student Life and Educational Opportunity Program [EOP]

26. Director of the Center for Careers and Transfer
27. Enrollment Services Counselor
28. Senior Counselor
29. Student Athlete Retention Mentoring Program Director
30. Technical Assistant, Admissions
31. Technical Assistant, Archiving, Registrar's Office
32. Technical Assistant, Center for Access and Assistive Technology
33. Technical Assistant, Center for Careers and Transfer
34. Technical Assistant, Registrar's Office

Communications and Marketing

1. Assistant Director of Communications and Marketing
2. Assistant Director of Graphic Design & Printing Services
3. Assistant Director of Institutional Planning and Research
4. Associate Director of Communications and Marketing
5. Associate Director of Multimedia and Video Services
6. Communications and Marketing Specialist
7. Digital Communications Manager
8. Digital Communications Specialist
9. Director of Creative Services
10. Director of Graphic Design & Printing Services
11. Electronic Communications Editor
12. Multimedia & Video Services Specialist
13. Multimedia Technician
14. Photography/Multimedia Specialist
15. Web Coordinator

Administration

1. Accreditation & Assessment Analyst
2. Assessment Analyst
3. Environmental Health & Safety Specialist
4. Grants and Research Assistant
5. Research Analyst
6. Senior Environmental Health & Safety Specialist
7. Technical Assistant for Chief Diversity Officer
8. Technical Assistant, Planning and Research

Institutional Advancement

1. Alumni Relations and Annual Giving Coordinator
2. Alumni Relations and Special Events Coordinator
3. Coordinator of Financial Operations and Database Management
4. Coordinator of Special Events and Alumni Relations
5. Director of Advancement Operations
6. Director of Annual Giving and Donor Relations
7. Director of Development
8. Finance Coordinator
9. Major Gifts & Planned Giving Officer
10. Technical Assistant, Foundation

**ADDENDUM D
EMERGENCY CLOSING PROCEDURES**

Class Cancellation and College Closing Information

Unusually severe weather, emergencies or other situations may occasionally require that college operations be closed or curtailed.

The decision to cancel, postpone classes or close the college is usually determined by 5 a.m. when inclement weather occurs overnight. The decision to cancel classes may also occur during the scheduled day and shall be reported at least one and one-half (1-1/2) hours prior to the announced cancellation time under most conditions. It may be necessary to update postings/alerts depending on the conditions.

The following message are common:

Classes delayed until noon. The college is open.

This means that all classes are cancelled until noon. Classes that have a start time of noon or later will meet as scheduled. Staff should report.

Classes are cancelled. The college is open.

This means that all classes are cancelled for the day and staff should report.

Classes are cancelled effective {Time}. The college is open.

This means that all classes are cancelled beginning at the time announced and for the remainder of the day. Staff should report.

Classes are cancelled. The college is closed.

This means all classes are cancelled and that staff need not report and will be allowed to charge administrative leave. Only essential operational personnel, previously designated by their managers to work during a weather emergency, should report to work.

All students, faculty and staff are urged to use their judgment when traveling to campus. If the college is open, it is your responsibility to communicate with the appropriate faculty and staff if you cannot make it to campus.

Where to Find Cancellation and Closing Information

College Home Page

www.hvcc.edu

E-mail

Sent to all students, faculty and staff

Phone Message

Call the main line (518) 629-HVCC(4822)

Social Media Sites

- ➔ [Facebook](#)
- ➔ [Twitter](#)

Local TV Stations

- ➔ WRGB CHANNEL 6, CBS
- ➔ WTEN CHANNEL 10, ABC
- ➔ WNYT CHANNEL 13, NBC
- ➔ WCWN CHANNEL 45, CW
- ➔ WXXA CHANNEL 23, FOX
- ➔ YNN CAPITAL NEWS 9

Local Radio Stations

- ➔ WROW 590 AM
- ➔ WGY 810 AM
- ➔ WFLY 92.3 FM
- ➔ WRCZ 94.5 FM
- ➔ WYJB 95.5 FM
- ➔ WPTR 96.7 FM
- ➔ WTRY 98.3 FM
- ➔ WRVE 99.5 FM

**ADDENDUM E
HEALTH INSURANCE
CALCULATIONS**

The following calculations should serve to illustrate how the percent contribution changes with premium* increases pursuant to Article XX, A.

In 2013, the rates are \$1455.42 for Family and \$582.16 for individual, and the cost of dependent coverage is:

\$1,455.42 Monthly Family Premium
Less \$ 582.16 Monthly Individual Premium
\$873.26 Monthly Dependency Cost

70% of the 2013 Family Premium is

\$1,455.42 total monthly premium @ 70% = \$1,018.80 to be paid by College

As an Example:

if the 2014 rates are \$1600 for Family and \$650 for individual the cost of dependent coverage will be:

\$1600 Monthly Family Premium
Less \$650 Monthly Individual Premium
\$950 Monthly Dependency Cost

The calculation for the increase in dependent cost between 2013 and 2014 is:

2014 Monthly Dependency Cost	<i>\$950</i>
Less 2013 Monthly Dependency Cost	<u><i>\$873.26</i></u>
Increase in dependent cost	\$76.74

When split equally, this adds \$38.37 to the 2013 [30%] employee contribution of \$436.62 [*\$1455.42 full premium less \$1018.80 (70%) paid by College = \$436.62 to be paid by employee*] for a 2014 employee contribution of \$474.99.

The employer share for 2014 is thus \$1125.01 (\$1600 total premium less \$474.99

employee contribution). In 2014, the percent contribution by the employer will be

70.31% or \$1125.01/\$1600

In general, the contractual percentage serves solely as a starting point. In all subsequent contract years, the actual percentage is a function of premium increase.

**Figures from Capital District Physicians' Health Plan [CDPHP] Family coverage.*

ADDENDUM F

Copy of Memorandum of Understanding signed October 10, 2019 with the Non-Teaching Professional Organization (formerly known as the Non-Teaching Professional Association). Attachments and signature are omitted.

Memorandum of Understanding By and Between Hudson Valley Community College and the Hudson Valley Community College Non-Teaching Professional Association

The parties mutually agree to the following:

1. Pursuant to Article XIII F. of the current collective bargaining agreement the forms for evaluative purposes for unit covered employees shall be converted from the current paper form to the Trakstar Evaluation System.
2. The Trakstar ratings of Exceptional, Effective and Not Effective will respectively replace the ratings under Part A. Supervisory ratings: Exceeds Expectations, Meets expectations and Needs Improvement.
3. The Trakstar ratings of Exceptional, Highly Effective, Effective, Minimally Effective, and Not Effective will respectively replace the ratings under Part A. Step 4: Superior, Very Good, Wholly Satisfactory, Adequate, and Unsatisfactory.
4. Examples are attached for reference.
5. The deadline for 2018/2019 Academic Year evaluations will be extended from November 1 to December 1.

Original MOU signed October 10, 2019

ADDENDUM G

The parties agree that they have read the exemplar contained herein and agree that this is the manner in which Article XIV (D) should be interpreted.

Example #1			
Worked 44.5 hours in one week and is eligible for Overtime after 40 hours [non-exempt]			
\$10	Regular hourly rate		
\$38	Special Assignment rate per hour		
37.5	Regular work hours for one week		
7	hours of overtime worked		
Taking \$\$			
Current Practice			
\$10	x 37.5 hrs for week	\$	375.00
\$38	x 2.5 hrs [hours worked between 37.5 in a week and 40 hrs in a week]	\$	95.00
\$15	x 4.5 hrs [7 hours less 2.5]	\$	67.50
		\$	537.50 gross pay for the week
Under Proposal			
\$10	x 37.5 hrs for week	\$	375.00
\$38	Overtime rate is \$15 which is less than \$38 so we pay \$38 for all hours over 37.5 = 7 hours	\$266.00	
		\$	641.00 gross pay for the week
Taking hours			
Current Practice			
\$10	x 37.5 hrs for week	\$	375.00 gross pay for the week
	Hours between 37.5 and 40 that would have been paid at Special Assignment become Flex 2.5 hours		
	4.5 hours over 40 that would have been paid at time and 1/2 go into Compensatory Time at 1.5x the hours worked		
6.75			
	9.25 total leave time hours accrued		
Under Proposal			
\$10	x 37.5 hrs for week	\$	375.00 gross pay for the week
	Hours worked after 37.5 are moved to Compensatory Time at 10.5 time and 1/2 x hours worked regardless of rate that would have been paid = total leave time hours accrued		
All hours used as leave time or cashed out would be paid at the current hourly rate. In this example that would be all at \$10 per hour.			

Example #2				
Worked 44.5 hours in one week and is not eligible for Overtime after 40 hours [exempt]				
\$10	Regular hourly rate			
\$38	Special Assignment rate per hour			
37.5	Regular work hours for one week			
7	hours of overtime worked			
Taking \$\$				
Current Practice				
\$10	x 37.5 hrs for week		\$ 375.00	
\$38	x 7 hours (beyond 37.5 in a week)		\$ 266.00	
			\$ 641.00	gross pay for the week
Under Proposal				
\$10	x 37.5 hrs for week		\$ 375.00	
\$38	Overtime rate is \$15 which is less than \$38 so we pay \$38 for all hours over 37.5 = 7 hours		\$266.00	
			\$ 641.00	gross pay for the week
Taking hours				
Current Practice				
\$10	x 37.5 hrs for week		\$ 375.00	gross pay for the week
	7	All hours that would have been paid at special assignment can be taken as flex time instead - hour to hour exchange		
		7 total leave time hours accrued		
Under Proposal				
\$10	x 37.5 hrs for week		\$ 375.00	gross pay for the week
		Hours worked after 37.5 are moved to Compensatory Time at time and 1/2 x hours worked regardless of rate that would have been paid = total leave time hours accrued		
All hours used as leave time or cashed out would be paid at the current hourly rate. In this example that would be all at \$10 per hour.				

Example #3			
Worked 44.5 hours in one week and is eligible for Overtime after 40 hours [non-exempt]			
\$50	Regular hourly rate		
\$38	Special Assignment rate per hour		
37.5	Regular work hours for one week		
7	hours of overtime worked		
Taking \$\$			
Current Practice			
\$50	x 37.5 hrs for week	\$	1,875.00
\$38	x 2.5 hrs [hours worked between 37.5 in a week]	\$	95.00
\$75	x 4.5 hrs [7 hours less 2.5]	\$	337.50
		\$	2,307.50 gross pay for the week
Under Proposal			
\$50	x 37.5 hrs for week	\$	1,875.00
\$75	we pay overtime for all hours over 37.5 = 7 hours		\$525.00
		\$	2,400.00 gross pay for the week
Taking hours			
Current Practice			
\$50	x 37.5 hrs for week	\$	1,875.00 gross pay for the week
	Hours between 37.5 and 40 that would have been paid at Special Assignment become Flex 2.5 hours		
	4.5 hours over 40 that would have been paid at time and 1/2 go into Compensatory Time at 6.75 1.5x the hours worked		
	9.25 total leave time hours accrued		
Under Proposal			
\$50	x 37.5 hrs for week	\$	1,875.00 gross pay for the week
	Hours worked after 37.5 are moved to 10.5 Compensatory Time at time and 1/2 x hours worked regardless of rate that would have		

All hours used as leave time or cashed out would be paid at the current hourly rate. In this example that would be all at \$50 per hour.

Example #4				
Worked 44.5 hours in one week and is not eligible for Overtime after 40 hours [exempt]				
	\$50	Regular hourly rate		
	\$38	Special Assignment rate per hour		
	37.5	Regular work hours for one week		
	7	hours of overtime worked		
Taking \$\$				
Current Practice				
	\$50	x 37.5 hrs for week	\$ 1,875.00	
	\$38	x 7 hours (beyond 37.5 in a week)	\$ 266.00	
			\$ 2,141.00	gross pay for the week
Under Proposal				
	\$50	x 37.5 hrs for week	\$ 1,875.00	
	\$75	Overtime rate is \$75 which is more than \$38 so we pay overtime for all hours over 37.5 = 7 hours	\$525.00	
			\$ 2,400.00	gross pay for the week
Taking hours				
Current Practice				
	\$50	x 37.5 hrs for week	\$ 1,875.00	gross pay for the week
	7	All hours that would have been paid at special assignment can be taken as flex time instead - hour to hour exchange		
		7 total leave time hours accrued		
Under Proposal				
	\$50	x 37.5 hrs for week	\$ 1,875.00	gross pay for the week
	10.5	Hours worked after 37.5 are moved to Compensatory Time at time and 1/2 x hours worked regardless of rate that would have been paid = total leave time hours accrued		
All hours used as leave time or cashed out would be paid at the current hourly rate. In this example that would be all at \$50 per hour.				