
AGREEMENT

DATED:

EFFECTIVE: SEPTEMBER 1, 2021

TERM: SEPTEMBER 1, 2021 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-INSTRUCTIONAL EMPLOYEES UNION

(hereinafter referred to as the "Union")

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ARTICLE I
REQUIREMENTS 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
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 III
MANAGEMENT RIGHTS

Except as limited by the specific and expressed terms of this Agreement and applicable statutes, the County of Rensselaer and the Hudson Valley Community College Board of Trustees hereby retain and reserve unto themselves, all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State of New York and/or the United States; the right to adopt rules, regulations and policies, along with the customary right to hire, direct, promote, suspend, discipline and terminate employees and to otherwise take whatever actions are necessary to carry out the mission of the employer.

ARTICLE IV
PAST PRACTICES

This Agreement supersedes all prior agreements and past practices relative to all matters herein contained. All past practices, duties and responsibilities, if any, relative to matters not subject of this Agreement, affecting terms and conditions of employment, shall remain in full force and effect.

ARTICLE V
NON-DISCRIMINATORY APPLICATION, AFFIRMATIVE ACTION

A. EQUAL 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, sexual orientation, marital status, race, color, creed, national origin, political affiliation or handicapping condition. The Union shall share equally with the College in the responsibility of implementing this provision of the Agreement.

B. AFFIRMATIVE ACTION AND TITLE IX

The Employer and Union agree to adhere to and support the provisions of the College's Affirmative Action and Title IX Programs.

ARTICLE VI
RECOGNITION, RIGHTS OF THE UNION, DUES AND OTHER DEDUCTIONS, AND
AGENCY SHOP

A. RECOGNITION AND RIGHTS OF THE UNION

The Public Employment Relations Board of the State of New York has duly determined the Union to be the exclusive representative of all full-time and regularly scheduled part-time employees in a bargaining unit comprised of persons employed by the employer in those titles set forth in Addendum III hereto; excluding, however, persons employed in those positions as set forth in Addendum I annexed which are managerial and/or confidential in nature. The employer, therefore, recognizes the Union as the exclusive representative of the employees in the bargaining unit for the purpose of negotiations regarding wages, hours and other terms and conditions of employment; in the resolution of grievances; and for all other purposes pursuant to the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law on the date of execution of this agreement. The employer recognizes the right of the Union to designate its own representative(s) to appear before the employer to effect the aforesaid representation.

B. DUES AND OTHER DEDUCTIONS

1. Pursuant to plans certified by the Union and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Union, the employer shall on a bi-weekly pay period basis, deduct from the wages of the employee in the bargaining unit the regular Union membership dues and remit the same to the HVCC Non-Instructional Employees Union, 80 Vandenburg Avenue, Troy, New York 12180 or such other location as the Union may designate. Dues deductions may only be canceled by instrument in writing and the employer shall promptly notify the Union of the receipt of any such revocation notices.

2. The employer shall continue all other deductions as heretofore authorized and shall make such additional deductions as may hereafter be mutually agreed upon.

C. AGENCY SHOP

1. Membership in the Union shall not be a condition of employment or a preference in the continuance of employment. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty on the part of the Union or the employer.

2. In accordance with the provisions of Section 208(3)(b) of the Public Employees' Fair Employment Act ("Act"), the College agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the Association, an amount equivalent to the Association dues that are authorized, levied and collected from the general membership.

Such agency fee payers shall have available through the Association, but not through any grievance procedure contained in this Agreement, a refund procedure as required by §208(3)(b) of the Act.

3. Indemnification.

The Association shall indemnify the College, the Board of Trustees, and the County and hold them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action caused by the misconduct, negligence, or any other acts of the Association in connection with the provisions of this Article.

D. NIEU OFFICE SPACE

Subject to space limitations, every effort will be made to provide individual office space for the President of the Union during their term of office. Reassignment of office space to accommodate the foregoing shall not be subject to the grievance process hereunder.

ARTICLE VII
PART-TIME ACADEMIC YEAR/TEMPORARY EMPLOYEES

A. PART-TIME EMPLOYEES

1. Part-time employees covered by this agreement are those persons regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week if employed in a department or administrative unit where full-time employees have a thirty-seven and one-half (37 ½) hour work week; or less than forty (40) hours per week if employed in a department or administrative unit where full-time employees have a forty (40) hour work week.

2. Part-time employees regularly scheduled to work more than eighteen and one-half (18.5) hours per week in a department or unit where full-time employees work more than thirty-seven and one-half (37.5) hours per week or twenty (20) hours per week in a department or unit where full-time employees work forty (40) hours per week. shall receive the pro rata equivalent of all benefits provided permanent full-time employees for which said part-time employees as described above in this subparagraph qualify and shall be accorded all scheduled holidays as set forth in Article X, Section F hereof where such holidays fall on days they are regularly scheduled to work. Employees regularly scheduled to work fewer hours per week than described above are not eligible for leave benefits, but shall be accorded holidays in the same manner as other part-time employees. Eligibility for health insurance programs is attained by an employee regularly scheduled to work twenty (20) hours per week.

3. For the purposes of this agreement, part-time employees shall not include “College Workers” or “Student Interns” hired pursuant to a sponsoring college written agreement.

B. ACADEMIC YEAR EMPLOYEES

1. Academic year employees are full-time employees having ten-month work year obligations as follows:

a. Employees having ten-month work year obligations, exclusive of holidays, shall have a 214 work day obligation which, normally, will be discharged between the second Monday in August and the third Friday in June. Such employees will accrue annual leave and sick leave each pay period according to their regularly scheduled work week pursuant to Article X, Sections A and B hereof. Additionally, such employees, within their ten-month work year obligation, will be accorded personal leave in accordance with the length of their normal work week as follows:

Length of Normal Work Week	Annual Personal Leave Allotment
37.5 hours	12.50 hours
40.0 hours	13.50 hours

b. Other academic year employees having ten-month work year obligation (e.g. laboratory assistants, photographer(s), television center supervisor, graphic illustrator(s), and electrical technicians, etc.) will be credited annually with forty-five (45) days of non-accruable vacation, twelve and one-half (12 ½) days of sick leave and two (2) days of personal leave. In their first year of employment, leave allocations will be pro-rated for persons employed by the employer where the effective date of their employment is subsequent to September 1st. Vacation schedules will be subject to and consistent with class schedules and departmental needs and employees will be notified of their tentative schedule no later than November 1 of the academic year. However, the forty-five (45) days of non-accruable vacation leave shall not be diminished due to departmental needs.

c. Academic year employees in this category (“b”) who terminate their employment with the employer prior to the end of the fiscal year (August 31) and who have not liquidated the appropriate pro rata share of their forty-five (45) vacation day allocation between September 1st and the last day of their employment shall be paid at their regular salary rate for the pro rata share of vacation days to which they are entitled. Conversely, such employees who terminate their employment prior to the end of the fiscal year (August 31) who have taken either their forty-five (45) day quota of vacation days or have taken an excessive number of vacation days based on the number of days they have worked between September 1st and their final day of employment, shall have deducted from their final salary check the dollar amount equal to the number of excess vacation days taken based on services rendered between September 1st and their final day of employment. Should the amount owed the College be in excess of the terminating employee’s final salary check, such employee must repay to the employer the amount of money owed to the College for excess vacation days taken.

2. Academic year employees shall be entitled to participate in the employer’s health insurance programs on a twelve-month basis.

C. TEMPORARY OR CONTINGENT PERMANENT EMPLOYEES AND PROVISIONAL EMPLOYEES

Temporary or contingent permanent employees are persons employed by the employer for an anticipated duration of six (6) months or less (e.g. positions funded by grants; positions needed to accomplish specific tasks such as those associated with student registration periods, graduation and/or summer work assignments). Such persons shall not be eligible for annual leave, sick leave, personal leave, holidays or health insurance (in accordance with health insurance regulations), nor shall their termination be subject to the grievance procedure.

Employees who are employed for an anticipated employment duration of six (6) months or more shall receive the benefits excluded in paragraph 1 of this section.

The Union President shall be notified of all temporary and contingent permanent staff and expected duration of such appointments at the time of such hiring.

Provisional employees are persons appointed to a unit-covered competitive class position and awaiting examination or eligible list generation. Provisional employees shall be eligible for all contract benefits except tenure, sick leave at half-pay and long-term disability, until covered by the provisions of Articles XIII, C, XC, and XIV respectively.

ARTICLE VIII **WAGES**

A. WAGE INCREASES

For the term of this Agreement, bargaining unit members shall be accorded wage increases as set forth in Addendum II hereto.

Effective September 1, 2021 the hourly rate of each full-time and part-time unit member who is on the payroll on or before August 31, 2021 shall be increased by fifty cents [\$0.50]; effective September 1, 2022 the hourly rate of each full-time and part-time unit member who is on the payroll on or before August 31, 2022 shall be increased by two percent (2%); effective September 1, 2023 the hourly rate of each full-time and part-time unit member who is on the payroll on or before August 31, 2023 shall be increased by two percent (2%); and effective September 1, 2024 the hourly rate for each full-time and part-time unit member who is on the payroll on or before August 31, 2024 shall be increased by two percent (2%).

B. ENTRY LEVEL WAGES

Persons employed effective and subsequent to the effective date of this Agreement shall be compensated at no less than the minimum hourly wage rate for their position classification as set forth in Addendum III hereto.

C. SHIFT DIFFERENTIAL

1. Any employees in maintenance and custodial positions and the positions of Laboratory Assistant, ITS, Senior Computer Operator, Audio Visual Aide-Library and Clerk-Library working the hours 3pm-11pm or the hours 11pm-7am shall be paid, in addition to their basic hourly wages, shift differentials as follows effective September 1, 2013:

3:00 p.m. – 11:00 p.m. – One dollar (\$1.00) per hour

11:00 p.m. – 7:00 a.m. – One dollar and twenty-five cents (\$1.25) per hour

2. Any employees assigned to the 3pm-11pm, 11pm-7am, or 7am-3pm. shift who request transfers (bid) to the 3pm-11pm, 11pm-7am., or 7am-3pm where such requests are approved, shall be paid the shift differential applicable to the 3pm-11pm or 11pm-7am shifts or shall forfeit all shift differential compensation upon transfer to the 7am-3pm, whichever shall be appropriate.
3. Any employees shall be compensated shift differential (3pm-11pm, 11pm-7am, or 7am-3pm) during vacation periods and summer days.

D. SENIORITY

1. Seniority is the right accruing to employees covered by this Agreement which entitles them to the preference provided by this Section D in vacations, layoffs and recalls.

2. Computation of Seniority

Unless otherwise required by law, College seniority shall be determined by continuous service with the College from the date of original employment in a bargaining unit position without regard to full-time or part-time status. Unless otherwise required by law, non-bargaining unit work shall not be included in the computation of seniority. Periods during which an employee is on an authorized unpaid leave of absence or a period of layoff, for periods of less than one year, shall not be considered an interruption in continuous service. While on unpaid leave or layoff an employee will not accrue additional seniority. Notwithstanding the above, part-time employees working eighteen and one-half (18.5) hours per week in a department or unit where full-time employees work thirty-seven and one-half (37.5) hours per week or twenty (20) hours per week in a department or unit where full-time employees work forty (40) hours per week will neither accrue nor have seniority rights. For part-timers working less than eighteen and one-half/twenty (18.5/20) hours per week their original employment date with the college rather than their accretion date to the bargaining unit will be considered their employment date.

3. Seniority Lists

A seniority roster will be given to the Union President by January 30th of each year. The roster shall list all full-time and part-time employees in the bargaining unit by College and title seniority. Within thirty (30) days of the receipt of the roster the Union will notify the Employer of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies.

4. The parties agree to create a committee consisting of three members appointed by each party to create the initial seniority lists contemplated by this section. Once completed, the list will be distributed to the unit. Any employee who disagrees with their seniority placement will have thirty (30) days to protest their placement by submitting any documents or other proof to dispute the preliminary seniority placement. The committee will then decide all disputes and publish a final seniority list. In the event of a dispute that the committee cannot resolve, the Vice President for Administration will be the final decision maker. This section is not subject to the grievance procedure.

E. PROMOTIONAL APPOINTMENTS

Employees in the employ of the Employer, appointed to positions having higher minimum hourly wage rates than the position held prior to such appointment, upon appointment shall:

If full-time or part-time hourly, be compensated at the minimum hourly rate for the position to which appointed or receive an increase in wages equal to the difference between the minimum hourly wage of both positions, whichever shall be the greater.

F. DEMOTIONS

1. Demotion Within Appointment Classification (Salary Reduction)

Employees who, after completion of the appropriate review procedures or waiver thereof, are demoted without change in their job title shall be compensated at the minimum hourly wage for their position; or 2) shall have their wage rate reduced by \$.24, whichever shall be the lesser.

2. Demotion to Lower Appointment Classification

An employee who, after completion of the appropriate review procedures or the waiver thereof, is demoted to a position having a lower hourly wage rate than that of the position held prior to such action shall, upon action, be compensated at a wage rate determined by subtracting the difference between the entry level wage of position held prior to demotion and the position to which demoted from the wage rate being paid to the employee immediately prior to demotion and the position to which demoted from the wage rate being paid to the employee immediately prior to the effective date of demotion. In no event, however, shall the demoted employee receive a wage rate that is less than the minimum wage rate for the position to which demoted.

3. Reclassification

No employee shall suffer a reduction in hourly wage as a result of their position being reclassified by the employer or by the Rensselaer County Civil Service Commission.

G. RETURN TO FORMER POSITION

An employee holding a permanent appointment who is probationally promoted to a position having a higher entry level hourly wage than that of the position permanently held and who fails to successfully complete the probationary period, upon return to their permanent position, shall be paid a hourly wage equal to that which they would have received had they not received the probationary appointment.

H. VOLUNTARY TRANSFER TO POSITIONS HAVING LOWER ENTRY LEVEL HOURLY WAGE

When an employee applies for and is appointed to a bargaining unit position having a lower entry level hourly wage than that of the position held by the employee prior to such appointment, the hourly wage of said employee, upon such appointment, shall be determined by subtracting the

difference between the entry level hourly wage of the two positions from the hourly wage being paid to the employee immediately prior to the effective date of said appointment.

I. OVERTIME

1. Overtime at the rate of time and one-half ($1\frac{1}{2}$) the employee's existing rate of pay will be paid for authorized work (1) performed in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours per week for employees scheduled to work thirty-seven and one-half ($37\frac{1}{2}$) hours per week; (2) in excess of forty (40) hours per week for employees regularly scheduled to work forty (40) hours per week; and, (3) in excess of forty (40) hours for all other employees. For the purpose of determining overtime after thirty-seven and one-half ($37\frac{1}{2}$) and forty (40) hours respectively, any form of authorized compensated leave, except administrative leave, shall count as time worked. The overtime rate shall include longevity, stipends and shift differential.

2. In lieu of overtime compensation as described in paragraph 1 of this section, employees may take compensatory time at the rate of time and one-half ($1\frac{1}{2}$) for overtime worked. Employees wishing to take compensatory time shall so indicate on the appropriate form provided by the employer and will submit said form for the pay period in which the overtime was worked. The use of compensatory time or pay for overtime shall be at the discretion of the employee. Compensatory time will be taken in increments of at least 30 minutes. Employees with accumulations of less than 30 minutes will be paid the value of the accumulation by the second payroll period in June each year.

3. Employees will continue to designate in advance whether they want to receive the overtime for the specific event all in cash compensation or whether it will all be added to their accumulated compensatory time. Employees may not allocate portions to both for any one overtime event. In those instances where all or a portion of the overtime worked is subject to shift differential the amount of the shift differential will be paid in the payroll period earned regardless of whether the employee has opted to accrue compensatory time.

4. Employees may not accumulate more than two-hundred forty (240) hours of compensatory time. In those instances when an employee's request for 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.

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 a 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.

J. JOB OPENINGS

1. Except in emergency situations, all positions shall be posted for five (5) working days prior to being filled. Posting shall include the title, hours of work and qualifications required.
2. A copy of all postings shall be sent to the Union President at the time of the vacancy being posted. Placement on the College website will constitute appropriate notice to the Union.
3. The College shall make every effort to have postings displayed at all time clocks. The official listing of posting locations on campus is maintained in the Office of Human Resources.

ARTICLE IX
WORK DAY, WORK WEEK

A. NORMAL WORK SCHEDULES

1. The normal work day and work week for full-time bargaining unit members shall be as follows:

<u>Employee Category</u>	<u>Length of Work Day</u>	<u>Work Week</u>
Physical Plant	8.0 hours exclusive of 30 minutes unpaid lunch break	40.0 hours
All Others	7.5 hours Exclusive of a one (1) hour unpaid lunch break for employees on the day shift	37.5 hours

2. Employees working less than full-time but in excess of four (4) hours in any day shall have a one-half (1/2) hour unpaid lunch break.

B. SUMMER HOURS

Excluding physical plant (custodial, grounds and maintenance) personnel and employees working less than 37.5 hours per week, 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 lunch period for affected personnel will be reduced to one-half (1/2) hour so as to provide for a seven (7) hour work day. During the period of summer hours, regular full-time hourly paid employees shall be compensated for a regular work day if they work 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 work day as described in Section A of this Article. Employees excluded here from shall be granted three and one half (3.5) work days [28 hours or 26.5] off during said eleven (11) week period.

Subject to approval of the immediate supervisor, such three and one half (3.5) additional summer days requested by the first Monday in April may be approved for use from the beginning of the summer hours period through November 30. Requests submitted by the first Monday in April shall be approved based on seniority where more than one employee requests the use of the same such summer day(s). Requests submitted after the first Monday in April will be on a first-come first-serve basis subject to supervisory approval. Leave requests applying time under this provision may be combined with whole hour annual leave requests.

C. OUT-OF-TITLE WORK

In general, employees will not be assigned to work assignments outside of their employment classification. If, however, such assignments are made, the following shall apply:

1. The assignments shall be in writing.
2. If an employee is temporarily assigned to a position having a lower entry level wage rate than that of the position to which the employee is permanently assigned, no reduction in pay shall be affected.
3. If a fully qualified employee is temporarily assigned to a position having a higher entry level wage rate than the position to which the employee is permanently assigned, the affected employee shall be paid at (1) the entry level wage rate for the position to which assigned; or (2) shall receive a wage rate increase equal to the difference between the minimum wage rate of the employee's permanent position and the minimum wage rate of the position to which the employee is temporarily assigned, whichever shall be greater. To qualify for a salary adjustment, the temporarily assigned employee must be assigned to perform the duties of the position to which assigned for a period of five (5) consecutive working days or for ten (10) working days or more per fiscal year. Upon qualifying for a salary adjustment, the employee will be paid retroactively, at the higher rate of pay for all services rendered.
4. Any such out-of-title assignment beyond one (1) day shall require written approval of the vice president in charge of the area/work unit. In no event will the assigned employee be responsible for said approval.
5. Employees who are assigned to work out-of-title for a period as defined in paragraph C.3 above of more than five consecutive workdays will receive paid leave at the higher rate of their permanent position or out-of-title position.
6. Hours of work overlapping a shift with an established differential shall be compensated at that differential.

D. CHANGES IN WORK SCHEDULE

The employer will notify affected employees, in writing (with a copy of said notice sent to the bargaining unit President), of any changes in their work day or work week no less than seven (7) days in advance of the effective date of the scheduled change. The foregoing shall not be utilized for punitive purposes and shall respect seniority where two or more employees have the same title.

Under normal circumstances, temporary personnel shall not displace permanent non-competitive employees on their shifts or assignments. Generally, such displacement shall not continue beyond two months from date of reassignment.

E. CALL-IN

Employees directed (called-in) by the employer to begin their work day prior to their normal starting time, or directed to work on a day on which they are not normally scheduled to work, shall be compensated at the rate of one and one-half (1 ½) times their normal salary rate per hour. On call-in, employees shall be guaranteed three (3) hours work or pay in lieu thereof, inclusive of shift differential, where applicable, unless called in less than three (3) hours prior to the commencement of their normal work day, in which event, the period of guarantee shall be reduced accordingly. In this instance there will be no “make work” for the recalled employee after the task that triggered the recall is completed. Part-time employees regularly scheduled to work less than eighteen and one-half (18.5) hours per week in a department or unit where full-time employees work more than thirty-seven and one-half (37.5) hours per week or twenty (20) hours per week in a department or unit where full-time employees work forty (40) hours per week shall not be eligible for the benefits of Article IX. E and Administrative Leave pursuant to Article X G.

F. REST PERIOD

Two (2) rest periods of fifteen (15) minutes duration, shall be scheduled by the employer within each shift of seven and one-half (7 ½) or more hours duration or there shall be one (1) fifteen (15) minute rest period within each three and three-quarter (3 ¾) or four (4) hour work period.

**ARTICLE X
LEAVES**

A. ANNUAL LEAVE

1. Bargaining unit members will accrue Annual Leave as set forth in Addendum V hereto based on their anniversary date.
2. New employees may not take vacation during the first three months of their employment.
3. Except as noted below, vacation leave may not be taken in advance of accrual. EXCEPTION: When department limitations prevent employees from taking vacation during all or part of the month of August and, as a result (by application of the vacation accrual schedule set forth in Addendum V hereof) employees are prevented from taking ten (10) consecutive days

of vacation to which they might otherwise be entitled during the month of August, the College will advance such employee up to one (1) day of vacation provided they: (a) are full-time employees; and (b) have nine (9) or more, but less than ten (10) days of vacation accrued.

4. Vacation leave shall be scheduled to avoid departmental interruptions. In the event two or more employees submit conflicting vacation requests, the employee or employees with the longest term of continuous full-time service with the employer will be accorded choice of vacation dates.

5. Vacation leave may be taken in no less than one (1) hour units except when a vacation leave request is for one half (1/2) day [for those with a 7.5 hour work day] of three and one-half (3 ½ hours).

6. Unless the College may require a lesser period, five (5) days advance notice, to the immediate supervisor in writing, shall be given by employees for the use of vacation accruals. When employees seek to utilize eight (8) hours or fewer of annual leave, at least twenty-four (24) hours of advance notice shall be provided by the employee to the immediate supervisor. The immediate supervisor will respond to any request for leave of eight (8) hours or less within twenty-four (24) hours of advance notice. When employees provide more than two (2) weeks of advance notice, the immediate supervisor will respond to the request within two (2) weeks. In all other instances the supervisor will respond to requests for leave as soon as practicable. If no notice to the contrary from the immediate supervisor is received by the employee within two (2) days prior to the vacation due date, the vacation is deemed to have been approved.

7. Upon request to the immediate supervisor submitted one (1) month in advance of the first vacation day, bargaining unit employees may obtain, in advance, salary to be paid during a vacation leave where such vacation exceeds two (2) full weeks.

8. Vacation accruals in excess of the forty-five (45) days maximum on the date of accrual computation (September 1) may, at the option of the employee, who has taken no less than two (2) weeks [10 work days] of vacation, place those hours 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 resigns, retires or otherwise terminates from their position with the College. Payment shall be at the employee's hourly rate of pay as of their last day of employment as a College employee. Vacation bank payouts will not include shift differential.

Additionally, bargaining unit members may opt to withdraw vacation bank hours 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 the request for withdrawal.

B. SICK LEAVE

1. Eligible employees shall accrue sick leave each pay period according to their regularly scheduled work week as follows:

<u>Length of Work Week</u>	<u>Pay Period Accrual</u>
37 hrs. 30 mins. (37.5)	4 hrs. 3 mins. (4.05)
40 hrs. (40.0)	4 hrs. 19 mins. (4.35)

Maximum sick leave accruals for eligible employees shall be computed on the length of employee's regular work week as follows:

<u>Length of Work Week</u>	<u>Maximum Accrual</u>
37.5 hours	1425.0 hours
40.0 hours	1600.0 hours

2. An employee's return to work from sick leave may, at the employer's discretion, be subject to the prior approval of a College physician or the College's Director of Medical Services.
3. The employer may require such proof as may be considered satisfactory to justify the use of sick leave credits, but shall neither arbitrary nor capriciously require proof.
4. All medical records generated or reviewed pursuant to this Agreement will be processed, stored and reviewed consistent with the College's policies and procedures governing the disclosure of health information currently in effect for the College Health Service.
5. Under the following circumstances, an employee returning to work from medically-related absence must return through the College Health Service, present validation from their treating clinician of fitness to resume full duties, and receive clearance from the College Health Service to return prior to resuming duties:
 - a. out of work for five (5) or more consecutive work days.
 - b. any work-related illness or injury, regardless of duration of absence.
 - c. any hospitalization or surgical procedure, regardless of duration of absence.

The College Health Service may accept the documentation from the treating clinician or may require further information where the documentation is insufficient to establish fitness. The employee may continue to utilize sick leave during such a period of continued inquiry. All health-related inquiries involving fitness for duty should be handled directly through the College Health Service or the Human Resource Department. In no event will supervisors be involved in the review of the individual employee's health records.

6. If an employee has been identified as an employee that has used sick leave at a rate greater than their contractual accumulation for a period of six (6) months without adequate justification, the College reserves the right to place the employee on a sick leave usage watch list for a period of three (3) months. In such an instance, the employee will be informed in writing that for the three (3) month period they will be required to provide proof from a medical provider of the need for sick leave usage prior to their return to duty from any sick leave usage event.

7. Nothing herein shall restrict the employer in the exercise of its obligation to control infectious disease.

8. Sick leave may be used in units of not less than one-half (1/2) hour.

9. Except in emergencies and in instances of long-term illness, employees who are absent due to illness or disability or illness or disability of a member of their immediate family (see Section B.6. of this Article for the definition of immediate family) shall, on a daily basis, notify their supervisor or their designee, or their department head as soon as practicable by email, text or telephone.

10. Absences necessitated by personal illness, disability, visits to a doctor or dentist and/or illness in the immediate family (as used herein, immediate family is defined to include spouse, child, foster/stepchildren, parent, grandparent, foster parents and blood relatives residing in the same household) may be charged to sick leave; however, the use of sick leave credits for absences necessitated by illness or disability in the immediate family shall be restricted to absences occasioned by the need of the employee's service at home, and shall (other than in exceptional circumstances) be limited to a total of fifteen (15) days in a calendar year.

11. Employees who, subsequent to the effective date of this Agreement, are not absent due to illness for any whole work day or portion of a work day for a period of 130 consecutive working days (six months) shall be accorded one (1) additional vacation day for each such period of non-absenteeism. The additional vacation day will only be awarded if there is no use of sick leave or personal leave during the six-month period.

C. SICK LEAVE AT HALF-PAY

Employees, upon exhaustion of all leave accruals (annual leave, personal leave, and sick leave) and upon written verification of their total disability by a College physician or the College's Director of Medical Services, shall be entitled to extended sick leave at half-pay equal to four (4) weeks for each year of continuous full-time employment under a permanent appointment, to a maximum of twenty-six (26) weeks as follows:

<u>Full Years of Employment</u>	<u>Maximum Half-Pay Benefits</u>
1	4 weeks
2	8 weeks
3	12 weeks
4	16 weeks
5	20 weeks
6	24 weeks
6 ½	26 weeks

Upon accrual and use of twenty-six (26) weeks which is the maximum half-pay benefit, there shall be no further accrual or use of this benefit during employment with the College.

In addition to full-time employees under a permanent appointment, ten (10) month employees who are permanent, and ten (10) month or twelve (12) month provisional employees who have satisfied the requirements of this section and who have completed at least five continuous years of full-time employment at said provisional appointment, shall be entitled to extended sick leave at half-pay pursuant to the provisions of this section. Provided, however, that as of the completion of the fifth year of said full-time employment, the employee shall be deemed to have completed one year of employment for purposes of determining the maximum half-pay benefits to said employee. The calculation of the maximum half-pay benefit for the employee shall then be determined according to the schedule so that upon the completion of six full years of employment the employee shall be entitled to eight-weeks of half-pay benefits and so on. For purposes of half-pay benefits as described in the chart above, the College will calculate one year of continuous full-time service for each continuous year as a ten-month employee as described in Article VII B.

D. PERSONAL LEAVE

1. Bargaining unit members shall be entitled to two (2) days of personal leave 15 or 16 hours depending on the length of the employee's regular work week) without loss of pay, to attend to matters of personal business which cannot be deferred. Personal leave may also be utilized for purposes of religious holiday observance. Personal leave may not be used in conjunction with to extend a holiday period or for part-time employment.
2. Personal leave is non-accruable and shall be credited in advance on a fiscal year basis and shall be pro-rated for academic year employees and for persons employed by the employer subsequent to the start of the fiscal year (September 1).
3. Except in emergencies, the taking of personal leave must be approved in advance, in writing, by the employee's immediate supervisor. In the event of an emergency, the employee must notify their immediate supervisor during the course of that work day.
4. Personal leave may be used in units of not less than one-half (1/2) hour.
5. At the end of the fiscal year, August 31, personal leave which has not been used will be credited to sick leave despite the accrual limit stipulation in Section B of this Article.

E. UNION LEAVE

1. On an annual basis, the employer shall grant a total of fifteen (15) days of time off without loss of pay for utilization by the President, Vice President, Secretary, Treasurer, and/or the four (4) designated work location representatives of the bargaining unit, as well as delegates to union conferences, conventions and/or delegate meetings. Such Union Leave may also be authorized for the designated individuals for the purpose of attending Union sponsored workshops and local union meetings. Prior to the taking of Union Leave, the above designated individuals shall notify their immediate supervisor, in writing, with a copy to the Director of Human Resources. Such written notification must be provided at least five (5) days prior to the start of the scheduled events

designated in this section (conferences or conventions, Union sponsored workshops, or local union meetings), and as soon as known for delegate meetings.

2. On an annual basis, the employer shall grant a total of twenty (20) hours of time off without loss of pay for utilization of Union members who are not officers for the purposes of special Union requirements that cannot be accomplished outside the regular work schedule for poll watchers in Union sponsored votes and elections.

F. HOLIDAYS

1. For the term of this Agreement the following holidays shall be granted as days off with pay:

- | | |
|---------------------------|--|
| Labor Day | Day Before New Year's Day |
| Thanksgiving Day | New Year's Day |
| Friday After Thanksgiving | Good Friday |
| Day Before Christmas | Monday Following Easter Sunday |
| Christmas Day | Memorial Day |
| Independence Day | Two (2) Holidays Consistent with F.5 below |

2. If and when the employer shall agree to Martin Luther King's Birthday as a holiday under a contract with any other College bargaining unit, such day shall in like manner become a holiday hereunder.

3. To qualify for the above holidays, employees:

A. Must have been in the employ of the employer no less than thirty (30) calendar days preceding the day of the holiday;

B. Excluding approved administrative leave, vacation leave, bereavement leave, compensatory time off, or verified sick leave (hospital receipt, doctor's statement), must have worked their regularly scheduled shift immediately preceding and immediately following the holiday.

4. Employees required to work on scheduled holidays will have their pay computed as follows:

A. Regular rate for normal work day;

B. One and one-half (1½) times their regular hourly rate for all hours worked on the scheduled holiday; two (2) times their regular hourly rate for all hours worked on Thanksgiving Day, Christmas Day and New Year's Day.

5. 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 shall designate two (2) holidays as identified in F.1. above upon notice to employees on or before September 1 of the College year in which the holidays occur. Said alternate holidays shall be scheduled during the employees' regular work year. The College will consult with the Union prior to designating alternate holidays.

6. Employees not scheduled to work on the listed holidays (with the exception of the application of Section 5. above) shall have one (1) additional vacation day added to their annual vacation accrual for each holiday listed. Academic- year employees described in Article VII, B.1. shall not be eligible for such additional vacation where a holiday falls during a period of non-assignment.

G. EMERGENCY CLOSINGS

Excluding Physical Plant Staff and those personnel designated by the President of the College or their designee to maintain or restore College operations, employees who are required to work at times that the College is closed due to adverse weather or other conditions shall, at the option of the employee, receive compensatory time off at one and one-half (1½) times the hours worked or shall be compensated at their regular rate for a normal work day plus one and one-half (1½) times their regular rate for all hours worked.

Employees scheduled to work during the period of the closing (bereavement leave and Union leave are not scheduled work), and who, therefore, are prevented from working shall charge those hours not worked to "administrative leave." Administrative leave shall count as time worked.

Effective May 13, 2021, in those instances where the College is closed due to a weather-related emergency consistent with paragraph one above and Addendum VI and the College directs that members assigned to positions in the physical plant are directed to either remain on Campus after the Campus is closed or directed to report to work while the Campus is closed in order to restore operations such as snow removal, deicing of roadways, and walkways, removing debris, restoring power or other tasks as directed by the College, the employees will receive a payment equivalent to time and one half their regular rate of pay for all time actually worked while the Campus is closed in addition to any administrative pay. This does not apply to instances where the College is closed for reasons unrelated to a weather emergency.

Emergency closing procedures shall be set forth in this Addendum VI hereto and incorporated herein. Situations resulting from deviation from these procedures by the College, misunderstanding of these procedures by employees and/or misinformation by radio station announcers shall not be subject to the grievance machinery of this Agreement.

H. JURY AND COURT APPEARANCES

1. In the event the presence of an employee is required for jury duty or court appearance(s) as a witness (not as a party except when alleged to be an agent of the College) in response to a subpoena, such time may be taken by the employee without loss of pay or charge to any leave accrual.

2. The employer may request documentation to substantiate an employee's jury duty or court appearance(s).
3. To qualify for jury duty or court appearance pay, all pending instances of jury duty or court appearance(s) will be reported in advance to the Office of Human Resources immediately on receipt of notice thereof.
4. Active jury duty time shall be considered time worked, regardless of employee's regularly assigned hours.

I. BEREAVEMENT LEAVE

1. Eligible bargaining unit employees will be granted up to four (4) work days without loss of pay for a death occurring in the employee's immediate family (spouse, child, grandchild, foster/stepchild, parent, grandparent, sibling, mother-in-law, father-in-law, or any blood relative residing in the employee's immediate household). Said days may be used immediately following the death of the family member or deferred to a later time for documented memorial arrangements associated with the death.
2. In order for the payment of salary to be authorized, documentation validating the family member's death or memorial service will be required for the period in which the bereavement leave was taken.

J. FAMILY MEDICAL LEAVE ACT

Consistent with the Family Medical Leave Act, employees are eligible to receive up to twelve (12) weeks of unpaid leave with continued health insurance benefits for a birth, adoption or serious medical illness of the employee or a family member.

For employees seeking protections under the FMLA, the College will continue to require that employees taking FMLA leave exhaust all forms of accrued leave, including sick leave, personal, vacation and "sick leave at half-pay" pursuant to the CBA before using unpaid FMLA leave.

Under no circumstance, will the College condition the use of contractual sick leave upon showing of a FMLA medical certification. However, the College reserves the right to request such proof as may be considered satisfactory to justify the use of sick leave in accordance with the Collective Bargaining Agreement.

K. LEAVE WITHOUT PAY

In addition to leave without pay guaranteed by the Family Medical Leave Act, leave without pay, limited to one (1) year, may be granted at the sole discretion of the College. Under usual circumstances, such written applications for leave without pay shall be sent to the Director of Human Resources at least sixty (60) days in advance of the planned commencement date. Absent an established termination date, employees granted such leaves shall notify the Director of Human Resources, in writing, concerning their intent to return to their previous position at least thirty (30) days prior to the termination of the leave.

L. MILITARY LEAVE

1. In accordance with Section 243 of Military Law, the employer will grant military leave without loss of pay to full-time eligible employees who, as members of Military Reserve or National Guard units, perform an ordered military tour of duty, to a maximum of thirty (30) days in any fiscal year.
2. Notice of an ordered military tour of duty will be reported to the employee's immediate supervisor and a copy of the orders for such duty will be sent to the Director of Human Resources to authorize payroll disbursement for the period of military leave. Verification of orders may be required.

M. PART-TIME EMPLOYEES

Part-time employees regularly scheduled to work less than eighteen and one-half (18.5) hours per week in a department or unit where full-time employees work more than thirty-seven and one-half (37.5) hours per week or twenty (20) hours per week in a department or unit where full-time employees work forty (40) hours per week shall not accrue any other contractual leave benefits described in Article X except for Holiday Pay as described in Article VII A. (2), and leave required by law, rule or regulation.

ARTICLE XI **VOLUNTARY TERMINATION RETIREMENT, AND/OR DISMISSAL**

A. VOLUNTARY TERMINATION (RESIGNATION)

1. Bargaining unit employees desirous of terminating their employment with the College may do so by submitting written notification thereof to the Director of Human Resources, with a copy to their immediate supervisor, at least ten (10) working days prior to the effective date of their termination.
2. Upon timely submission of required College termination documents, e.g. notice, checklist, final timesheet, employees shall receive payment of all terminal benefits at the end of the next full pay period following termination.
3. An employee absent from work without authorized leave for ten (10) consecutive work days shall be deemed to have resigned in accord with Section A.1. of this Article.

B. RETIREMENT

1. For the term of this Agreement, the employer will continue to participate in the New York State Employees' Retirement System New Career Plan as described in Section 75-I of the Social Security and Retirement Law of the State of New York.

a. A bargaining unit member eligible to and who does retire under their retirement program shall have the irrevocable option of applying the dollar value of their accumulated sick leave credited to an account for the purpose of paying their full premium cost of the College health insurance plan following retirement. To be eligible for this benefit, the

retiring bargaining unit member 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 a bargaining unit member who has exercised the option available under this section dies prior to exhausting the dollar equivalent of their sick leave accruals, the bargaining unit member's dependents theretofore covered (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 their further irrevocable option, have deducted from the dollar value of their accumulated sick leaves a sum up to twenty percent (20%) of the dollar value of their 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 premium.

d. A bargaining unit member eligible to retire under the conditions set forth in paragraph (a) not electing the options provided under paragraphs (a) or (c) hereof shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of their accumulated sick leave.

2. In the event a bargaining unit member dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased bargaining unit member, the dollar value of fifty percent (50%) of the deceased bargaining unit member's sick leave accruals on the date of their death may be paid in a lump sum to the spouse or estate of the deceased bargaining unit member; or the sum to which entitled (50%) of the deceased bargaining unit member's sick leave accruals) may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased bargaining unit member's surviving dependents as provided in paragraph (b) thereof.

C. DISMISSAL

1. Dismissal of a bargaining unit employee during the probationary period shall be upon ten (10) working days advance notice, or pay in lieu thereof.

2. Dismissed employees shall receive payment of terminal benefits (salary and unused vacation accruals) at the close of the pay cycle in which the dismissal takes place.

3. The dismissal of a bargaining unit employee during the probationary period shall not be subject to review under the grievance procedure provided for herein.

4. Tenured employees as defined by Article XIII.C. shall be disciplined pursuant to Section 75 of the Civil Service Law. In the event the College seeks termination of a tenured employee as defined by Article XIII.C., the employee has the option of waiving their right to a Civil Service Law Section 75 hearing and instead have the matter decided by an arbitrator pursuant to the grievance procedure. To exercise this right, the employee must notify the College of their intent to do so within eight days after being furnished a copy of the charges preferred against them. Should the employee fail to do so, they shall be deemed to have irrevocably forfeited their right to

opt out of Section 75 and the matter shall continue in accordance with Civil Service Law Section 75. If such employee timely opts out of Section 75, said employee waives their right to continued payment during the period of suspension. In that case, the arbitrator will have the power to decide the appropriate penalty based on the proof at the hearing. The decision of the arbitrator shall be final and binding on the parties.

5. Dismissal of a part-time employee shall be upon ten (10) working days' notice or pay in lieu thereof. Dismissed part-time employees shall receive their terminal pay and benefits, if any, at the close of the pay cycle in which the dismissal takes place. Part-time employees shall not be eligible for tenure and shall not have access to the contractual provisions for challenging their dismissal.

ARTICLE XII **EVALUATION**

Bargaining unit members shall be evaluated prior to the completion of the probationary period and annually thereafter. Such evaluations shall emphasize the responsibilities associated with the employee's job classification (e.g. clerk, stenographer, building maintenance worker) and specific assigned tasks. The annual evaluation report shall be prepared in writing by the employee's immediate supervisor on forms developed by the employer for this purpose. Prior to the initial issuance of the evaluation forms and annually thereafter, the content and structure of such forms shall be discussed with the Union.

ARTICLE XIII **PROBATION, TENURE, LAY-OFF AND RECALL**

A. PROBATIONARY PERIOD

The initial probationary period for bargaining unit employees in both the competitive and non-competitive and labor classes shall be no less than eight (8) weeks or more than twenty-six (26) weeks. An extended probationary period of more than twenty-six (26) weeks but not to exceed fifty-two (52) weeks may be required. Written notice of any such extended probationary period term shall be provided to the employee through distribution of the related payroll authorization.

B. TERMINATION AT THE CONCLUSION OF INITIAL PROBATIONARY PERIOD

The termination of employees at the conclusion of their initial or extended probationary period shall be upon ten (10) days advance notice (or pay in lieu thereof), in writing, and shall not be subject to the grievance procedure set forth herein.

C. TENURE

Bargaining unit members in the competitive, non-competitive and labor classifications, upon successful completion of their probationary period, shall be granted tenure in accordance with Civil Service Law. In addition, provisional competitive class bargaining unit members who have completed more than five (5) years of continuous service in a specific position shall be granted tenure in accordance with Civil Service Law with respect to discipline only.

D. LAY-OFF AND RECALL

1. In the event of lay-off or the abolition of positions in the non-competitive and/or labor classifications, determinations as to which bargaining unit members shall be affected by such action shall be predicated solely on seniority, based on length of service with the College from the most recent date of hire.
2. In the event of lay-off or the abolition of competitive class positions, determinations as to which bargaining unit employees shall be affected by such termination shall be made pursuant to Rule XXVI of the Rensselaer County Civil Service Commission.
3. Employees who have completed the probationary period and who, therefore, hold permanent appointments affected by lay-off shall, for a period of four (4) years from the effective date of layoff, be subject to recall based on the inverse order of appointment.
4. Any employee who at the time of or during questioning by the Director of Human Resources appears to be a potential subject of disciplinary action shall have the right to representation by his or her certified or recognized employee organization and shall be so notified by the Director of Human Resources. If representation is requested, a reasonable period of time shall be afforded to obtain such representation. If the employee is unable to obtain representation within a reasonable time, the Director of Human Resources has the right to then question the employee.

This section shall not confer any additional rights, such as tenure, upon employees who are not otherwise entitled to same under the law or under any other provision of this Agreement. Furthermore, this section shall not diminish any rights such as tenure that an employee may have under law or any other provision of this Agreement.

ARTICLE XIV
INSURANCE

A. HEALTH CARE COVERAGE

1. As of the date of this Agreement, the College makes available as primary plans to all bargaining unit members and their eligible dependents Capital District Physicians Health Plan Avid Care and MVP. The group indemnity plan Blue Shield NENY will continue as a primary plan only until December 31, 2021 under the same terms as the prior agreement. 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.

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.

B. LONG-TERM DISABILITY

1. The College shall continue to provide all bargaining unit members and all provisional employees who have completed at least five continuous years of employment at said provisional appointment a long-term disability insurance plan at benefit levels currently in effect as described in the plan available in the Office of Human Resources.

2. In the event that an employee qualifies for long-term disability and has been employed by the College for a continuous period of at least ten (10) years, the College, for a period not to exceed two (2) years, will pay its share of the total premium cost of the health insurance of said employee in existence at the time said employee was placed on long-term disability.

C. DENTAL INSURANCE

The College shall make available to all eligible bargaining unit members a dental plan whose benefits and conditions are equivalent to the dental plan now in effect for employees of the County of Rensselaer. Should the level or scope of benefits or conditions provided under the county-wide plan be increased or changed for county employees, the same increase(s) or change(s) shall automatically be accorded to eligible bargaining unit members covered by this Agreement. Effective on September 1, 2015 an employee who chooses to participate in this plan the employee will pay 100% of the cost of the Dental Insurance coverage at a cost not to exceed \$23 per month for the duration of this agreement.

D. COST OF INSURANCE

1. The employer shall contribute an amount equal to one-hundred percent (100%) of the premium cost of individual health insurance coverage and an amount equal to the amount paid by the employer for the premium cost of dependent health insurance coverage. The total amount of employer contribution shall be adjusted from time to time pursuant to Section D (2) and Section E hereof

a. Effective January 1, 2016 employees first employed prior to March 23, 2007 shall pay two percent (2%) of the cost of individual coverage. Effective January 1, 2017 employees first employed prior to March 23, 2007 shall pay five percent (5%) of the cost of individual coverage.

- b. Employees first employed after March 23, 2007, shall pay ten percent (10%) of the cost of individual coverage.
- 2. Employees first employed after August 14, 2014, shall pay fifteen percent (15%) of the cost of individual coverage.
- 3. As of September 1, 2015 the College shall continue to pay 100% of the cost of the long-term disability coverage only.

E. PREMIUM INCREASES IN DEPENDENT COVERAGE

The cost of any premium increase(s) in the dependent coverage portion of the health insurance shall be borne equally by the employer and the employee. If, however, the employer effects a savings in the total cost of the health insurance covering bargaining unit personnel, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of dependent coverage as described herein.

F. PREMIUM CONTRIBUTIONS

- 1. Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the Employer's Health Insurance Program and may provide for their own health insurance. The employer 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. An employee may elect to resume coverage the first of the month next following a qualifying event.
- 2. In the event that the College reaches an agreement with any other bargaining unit to provide a higher monetary value for the health insurance waiver, the College agrees to reopen this agreement in the third year upon thirty days written notice from the Union to negotiate that limited issue.

G. HEALTH INSURANCE PROGRAM

The employee and their 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 or applied to COBRA coverage where a qualifying condition exists, at the employee's discretion.

H. EXTENT OF COVERAGE

The extent of coverage under the health, dental and disability plans, including any HMO's and/or self-insured plans referred to in this agreement shall be governed by the terms and conditions set forth in said policies or plans or benefits there under and shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it is contracted or is obligated shall result in no liability to the College or County. However, in instances where the College agrees that an insurance provider may not be meeting its contractual obligations, the College agrees to contact the insurance provider on the employee's behalf.

I. NOTICE

In the event of a change of health insurance carriers or the election by the employer to self-insure any one or more of the coverages provided hereunder, such change shall be made only after thirty (30) days' notice to and subsequent consultation with the Union.

J. EXCHANGE OF LEAVE CREDITS

Employees who meet the criteria described herein may elect to reduce their annual leave in exchange for a credit towards the employee share of health insurance premium costs.

In order to elect this provision, the employee must have accrued annual leave totaling eighty (80) hours on January 1. Elections must be made in writing on a form provided by the Office of Human Resources. Reductions to the premium cost will be applied in equal installments across the total number of pay periods in the calendar year. Elections made under this section must be for the entire calendar year except as described below. The dollar value of the reduction shall be arrived at by multiplying the accrued hours reduced by the employee's hourly rate as of January 1. The employee may exchange up to twenty-four (24) hours of annual leave in any calendar year.

In the event that the employee separates from service during the calendar year any unused credit will be restored pro-rata to the employees' annual leave credits.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. COPIES OF AGREEMENT

The employer shall provide bargaining unit members with a copy of this Agreement, in booklet form, upon employment or within thirty (30) days of its ratification.

B. BARGAINING UNIT PAYROLL

Upon request, to a maximum of six (6) times in a fiscal year (September 1 – August 31), a copy of the bargaining unit payroll shall be made available to the bargaining unit President.

C. LABOR/MANAGEMENT MEETINGS

The Vice President for Administration, or designee, shall meet at least on a monthly basis with Union representatives for the purpose of discussing matters of mutual concern.

D. EMPLOYEE PERSONNEL FILES

1. The employer shall maintain a personnel file for each bargaining unit member. Such file shall contain all records pertinent to the bargaining unit member's employment with the employer and shall be located in the Office of Human Resources.

2. Bargaining unit members may review their personnel files in the presence of the Director of Human Resources, or designee, upon two (2) days advance notice and shall have the right to place in their file a response of reasonable length 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, through the grievance procedures herein contained, or by operation of law, that such material is invalid. Derogatory material shall be removed from an employee's file two (2) years from the date of placement therein.

E. TUITION WAIVER

1. Credit Courses

a. Excluding temporary employees appointed for fixed terms of less than six (6) months, the employer agrees to waive tuition for up to nine (9) credit hours per semester for courses taken at Hudson Valley Community College by eligible full-time bargaining unit employees provided the courses have a direct relationship to the employee's current job or may lead to promotion within the employee's classified promotional ladder, or are required or are elective courses needed to complete degree requirements for employees who have matriculated or are working toward matriculation in a specific degree program. Part-time bargaining unit employees shall be eligible in direct proportion to hours worked, e.g. eighteen and one-half (18 ½) hours per week yields eligibility for up to four (4) credit hours. Admission to courses under the tuition waiver program will be on a space available basis.

b. For the purpose of taking courses on the tuition waiver plan as described in paragraph "1 a." of this section, bargaining unit members may designate any portion of their lunch hour to occur at any time during the normal hours of work, not to exceed one full hour. This designation shall be made in writing to the employee's immediate supervisor and will require the supervisor's concurrence prior to administrative approval of waiver. Should a supervisor reject a desired hour based on office/service needs, such rejection shall not be subject to the grievance procedure.

Restricted solely to the purpose described above, an employee may reduce the normal one-hour lunch to any proportion thereof.

- c. Upon submission of written notice by June 1 preceding the start of the fall semester classes and by October 1 preceding the start of spring semester classes, employees within the NIEU bargaining unit will, to a maximum of four (4) credit hours per semester, be able to take credit bearing courses at Hudson Valley Community College during the normal work day and under the tuition waiver program if such courses are directly related to their job responsibilities and/or are required or elective courses needed to satisfy degree requirements, provided that such courses are not offered at times other than during the employees' work day.

Tuition waivers are available to part-time employees on a pro rata basis rounded to the nearest whole credit hour. For example, an employee regularly scheduled for ten (10) hours per week would be eligible for a waiver of two credit hours ($10/37.5 = .2667 * 9 = 2.4003$).

2. **Community Interest (Non-Credit) Courses**

On a space-available basis (as determined by the College), the employer will waive tuition for community interest (non-credit bearing) courses for full-time members of the bargaining unit who enroll for such courses. Denial of access to a Community Interest course shall not be subject to review under the grievance machinery hereunder.

3. Should written notice be submitted after June 1 or October 1, authorization for employees to take credit-bearing courses during the normal work day shall be at the discretion of the employee's immediate supervisor.

4. In the event two (2) or more requests are received from employees within the same office or work unit to take courses at the same time and if the effectiveness of the office or work unit would be significantly impaired or rendered ineffective by having both/all of these employees away from the office at the same time, to the extent that multiple, concurrent requests can be granted, the employee(s) with the longest term of continuous full-time service with the College will be accorded the preferred course time.

F. **WORKER'S COMPENSATION**

Time charged by bargaining unit members for absences due to occupational injury or illness will be re-credited at a rate equivalent to the statutory benefit level provided for under New York State Compensation Law upon the receipt by the College of reimbursement from the College's insurance carrier.

G. **ATTENDANCE AT COLLEGE-SPONSORED EVENTS**

Consistent with the need to maintain all College functions and services, attendance at College-sponsored public service and/or internal programs may be permitted. When permitted to attend such events during working hours, all unit attendees shall be treated in the same manner as to whether or not such time will be charged against a leave category.

H. VOLUNTEER FIREMAN/RESCUE MEMBERS

Full-time bargaining unit members who, as members of volunteer fire companies or rescue squad units, having responded to emergencies involving their company or squad prior to the start of their normal work day shall report for work as soon as possible following their involvement in the emergency. Under such circumstances, work time missed shall not be charged to any leave category nor shall a salary deduction be made. To be eligible for the waiver of time accrual or salary deduction, employees must file written verification of their emergency-related absence on forms by the department. Such forms shall be submitted along with the employee's time card or record of attendance for the pay period during which the emergency occurred.

**ARTICLE XVI
AMENDMENTS AND MODIFICATIONS OF AGREEMENT**

The College and the Union may, by mutual agreement, enter into discussions related to the terms and conditions of employment and the method of administration of grievances arising there under. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such addition, deletion, or modification shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the College and the Union.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

A. PROCEDURE

The grievance procedures shall be as set forth in Addendum VII as annexed hereto and incorporated herein by this reference.

B. WORK LOCATION REPRESENTATIVES

The employer shall grant a reasonable amount of time to work location representatives when attendance by such representatives is essential to the processing of employee grievances. Such time may be taken only upon prior notice to and approval of the department head or designee. Within thirty (30) days of ratification of this Agreement, the Union shall provide the employer with the names of the various work location representatives. Such time shall also be granted the Union President or their designee when their attendance is required at grievances, arbitration or PERB hearings.

ARTICLE XVIII
TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2021 through and including the close of business on August 31, 2025, and thereafter from year to year unless either party gives notice, in writing, to the other party on or before February 1, 2025 or February 1 of any subsequent year of its desire to terminate or modify the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner following:

**HUDSON VALLEY COMMUNITY
COLLEGE**

COUNTY OF RENSSELAER

By: _____

By: _____

**HUDSON VALLEY COMMUNITY
COLLEGE BOARD OF TRUSTEES**

APPROVED AS TO FORM:

By: _____
Chairman of the
Board of Trustees

By: _____
County Attorney

**HUDSON VALLEY COMMUNITY COLLEGE
NON-INSTRUCTIONAL EMPLOYEES UNION**

By: _____
Harold Collins, President

ADDENDUM I
CONFIDENTIAL EMPLOYEES

The Union and College agree that the positions listed below are considered confidential and are exempt from the provisions of this Agreement. Any title change required by operation of Civil Service Law will not affect the excluded positions.

OFFICE OF THE VICE PRESIDENT AND
DIRECTOR OF THE E.O.C.
Secretary II

OFFICE OF THE DIRECTOR OF
BUDGET
Budget Analyst

OFFICE OF THE VICE PRESIDENT FOR
FINANCE
Senior Account Payroll Clerk (2)

OFFICE OF THE DIRECTOR OF HUMAN
RESOURCES
Personnel Technician
Secretary I

OFFICE OF THE VICE PRESIDENT FOR
ACADEMIC AFFAIRS
Secretary II

Data Analysis Coordinator II (2)

OFFICE OF THE VICE PRESIDENT FOR
INSTITUTIONAL ADVANCEMENT
Secretary II

OFFICE OF THE DIRECTOR OF
PHYSICAL PLANT
Custodial Supervisor I
Building Maintenance Supervisor I

ADDENDUM II
SALARY WAGE RATE AND LONGEVITY INCREASES

Salary Increases

For the term of this Agreement, the base salary of each eligible bargaining unit member covered by this Agreement shall be increased as follows as set forth in Addendum II.

Effective September 1, 2021 the minimum wage for the title of Clerk, Custodial Worker, EOC Custodial Worker, Groundskeeper, Mail and Supply Clerk, Stores Clerk and Typist in the bargaining unit will be \$15.00 per hour.

Effective September 1, 2021, all bargaining unit members with the titles in paragraph 3 above will be raised to \$15.00.

Effective September 1, 2021 the hourly rate of each full-time and part-time unit member who is on the payroll on or before 8/31/2021 shall be increased by fifty cents [\$0.50].

Effective September 1, 2022 the hourly rate of each full-time and part-time unit member who is on the payroll on or before 8/31/2022 shall be increased by two percent (2%).

Effective September 1, 2023 the hourly rate of each full-time and part-time unit member who is on the payroll on or before 8/31/2023 shall be increased by two percent (2%).

Effective September 1, 2024 the hourly rate of each full-time and part-time unit member who is on the payroll on or before 8/31/2024 shall be increased by two percent (2%).

Wage Rate Increases

During the term of this Agreement, eligible bargaining unit members shall receive longevity salary and wage rate increases based on years of service with the employer as follows:

	<u>Effective 9/1/21</u>	<u>Effective 9/1/23</u>
After two (2) years		
37.5 hours/week	0.1022	0.1022
40 hours/week	0.0958	0.0958
After five (5) years		
37.5 hours/week	0.2044	0.2044
40 hours/week	0.1916	0.1916
After ten (10) years		
37.5 hours/week	0.3066	0.3066
40 hours/week	0.2874	0.2874

	<u>Effective 9/1/21</u>	<u>Effective 9/1/23</u>
After fifteen (15) years		
37.5 hours/week	0.4087	0.4598
40 hours/week	0.3832	0.4311
After twenty (20) years		
37.5 hours/week	0.5109	0.5920
40 hours/week	0.4790	0.5269
After twenty-five (25) years		
37.5 hours/week	0.7663	0.7663
40 hours/week	0.7184	0.7184
After thirty (30) years		
37.5 hours/week	1.0218	1.0218
40 hours/week	0.9579	0.9579

ADDENDUM III
BARGAINING UNIT TITLES AND ENTRY LEVEL WAGES

<u>40 Hr</u> <u>Wk</u>	<u>Titles</u>	<u>1%</u> <u>9/1/2021</u>	<u>2%</u> <u>9/1/2022</u>	<u>2%</u> <u>9/1/2023</u>	<u>2%</u> <u>9/1/2024</u>
	<i>Account Clerk</i>	16.2775	16.6031	16.9352	17.2740
	<i>Account Clerk/Typist</i>	15.7414	16.0563	16.3775	16.7051
40 Hrs	<i>Automobile Mechanic</i>	19.6275	20.0201	20.4206	20.8291
	<i>AV Aide</i>	15.6848	15.9985	16.3185	16.6449
	<i>AV Equipment Operator</i>	17.2074	17.5516	17.9027	18.2608
	<i>AV Technician</i>	21.4635	21.8928	22.3307	22.7774
40 Hrs	<i>Building Maintenance Worker</i>	18.6410	19.0139	19.3942	19.7821
40 Hrs	<i>Carpenter</i>	20.9430	21.3619	21.7892	22.2250
	<i>Clerk</i>	15.0000	15.3000	15.6060	15.9182
	<i>Clerk/Typist</i>	15.2826	15.5883	15.9001	16.2182
	<i>Coordinator Data Analysis I</i>	18.9731	19.3526	19.7397	20.1345
	<i>Coordinator Data Analysis II</i>	20.8610	21.2783	21.7039	22.1380
	<i>Coordinator Data Analysis Trainee</i>	16.4169	16.7453	17.0803	17.4220
40 Hrs	<i>Custodial Worker</i>	15.0000	15.3000	15.6060	15.9182
40 Hrs	<i>Electrician</i>	20.9430	21.3619	21.7892	22.2250
40 Hrs	<i>EOC Custodial Worker</i>	15.0000	15.3000	15.6060	15.9182
	<i>Four Color Press Operator</i>	24.3153	24.8017	25.2978	25.8038
	<i>Graphics and Printing Technical Specialist</i>	20.4173	20.8257	21.2423	21.6672
	<i>Graphics Specialist</i>	23.7392	24.2140	24.6983	25.1923
40 Hrs	<i>Groundskeeper</i>	15.0000	15.3000	15.6060	15.9182
40 Hrs	<i>Heavy Motor Equipment Operator</i>	17.6542	18.0073	18.3675	18.7349
40 Hrs	<i>HVAC Mechanic</i>	27.1149	27.6572	28.2104	28.7747
40 Hrs	<i>HVAC Technician</i>	29.6748	30.2683	30.8737	31.4912
	<i>Information Processing Specialist</i>	18.3395	18.7063	19.0805	19.4622
	<i>Inventory Control Specialist</i>	21.1382	21.5610	21.9923	22.4322
	<i>Laboratory Assistant 12 Month</i>	21.2308	21.6555	22.0887	22.5305
	<i>Laboratory Assistant Academic Year</i>	19.0707	19.4522	19.8413	20.2382
40 Hrs	<i>Light Motor Equipment Operator</i>	15.7324	16.0471	16.3681	16.6955
40 Hrs	<i>Mail and Supply Clerk</i>	15.0000	15.3000	15.6060	15.9182
40 Hrs	<i>Mason</i>	20.9430	21.3619	21.7892	22.2250
	<i>Offset Printer</i>	21.6072	22.0394	22.4802	22.9299
40 Hrs	<i>Painter</i>	20.9430	21.3619	21.7892	22.2250
	<i>Payroll Clerk</i>	19.4694	19.8588	20.2560	20.6612
40 Hrs	<i>Power Plant Mechanic</i>	26.7650	27.3003	27.8464	28.4034
40 Hrs	<i>Power Plant Operator</i>	28.7850	29.3607	29.9480	30.5470
	<i>Principal Account Clerk</i>	20.6607	21.0740	21.4955	21.9255
	<i>Principal Clerk</i>	18.6689	19.0423	19.4232	19.8117
	<i>Principal Stenographer</i>	19.4656	19.8550	20.2521	20.6572
40 Hrs	<i>Principal Stores Clerk</i>	21.6985	22.1325	22.5752	23.0268
	<i>Principal Typist</i>	18.2779	18.6435	19.0164	19.3968
	<i>Printing Machine Operator</i>	17.2808	17.6265	17.9791	18.3387
	<i>Program Assistant, Academics I</i>	16.2112	16.5355	16.8663	17.2037

	<i>Program Assistant, Academics II</i>	17.4407	17.7896	18.1454	18.5084
	<i>Program Assistant, Academics III</i>	18.6706	19.0441	19.4250	19.8135
	<i>Program Assistant, Athletic/Recreation</i>	17.0764	17.4180	17.7664	18.1218
	<i>Program Assistant, Auto Services</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Center for Careers & Transfer</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Communications and Marketing</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Continuing Education</i>	19.3667	19.7541	20.1492	20.5522
	<i>Program Assistant, Dental Hygiene</i>	20.6130	21.0253	21.4459	21.8749
	<i>Program Assistant, Development/Alumni Affairs</i>	18.3790	18.7466	19.1216	19.5041
	<i>Program Assistant, Financial Aid</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Health Services</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Information Technology Services</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, LAC</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Registrar</i>	19.8577	20.2549	20.6600	21.0732
	<i>Program Assistant, Student Activities</i>	19.8577	20.2549	20.6600	21.0732
40 Hrs	<i>Public Safety Dispatcher</i>	14.8817	15.1794	15.4830	15.7927
	<i>Receptionist</i>	17.7044	18.0585	18.4197	18.7881
	<i>Secretary I</i>	18.6706	19.0441	19.4250	19.8135
	<i>Secretary II</i>	20.6130	21.0253	21.4459	21.8749
	<i>Senior Account Clerk</i>	18.2779	18.6435	19.0164	19.3968
	<i>Senior Account Clerk/Payroll</i>	19.4694	19.8588	20.2560	20.6612
	<i>Senior Account Clerk/Typist</i>	17.4649	17.8142	18.1705	18.5340
40 Hrs	<i>Senior Automobile Mechanic</i>	22.5864	23.0382	23.4990	23.9690
	<i>Senior Clerk</i>	16.2775	16.6031	16.9352	17.2740
	<i>Senior Clerk/Typist</i>	17.0046	17.3447	17.6916	18.0455
40 Hrs	<i>Senior Electrician</i>	24.0513	24.5324	25.0231	25.5236
	<i>Senior Engineering Technician</i>	22.4594	22.9086	23.3668	23.8342
	<i>Senior Laboratory Assistant 12 Month</i>	23.5967	24.0687	24.5501	25.0412
	<i>Senior Laboratory Assistant Academic Year</i>	21.1792	21.6028	22.0349	22.4756
40 Hrs	<i>Senior Stationary Engineer</i>	27.2315	27.7762	28.3318	28.8985
	<i>Senior Stores Clerk</i>	17.2808	17.6265	17.9791	18.3387
40 Hrs	<i>Senior Stores Clerk/Inventory</i>	17.9736	18.3331	18.6998	19.0738
	<i>Senior Typist</i>	15.8779	16.1955	16.5195	16.8499
40 Hrs	<i>Special Assignment Custodial Worker</i>	15.5935	15.9054	16.2236	16.5481
40 Hrs	<i>Stationary Engineer</i>	23.0231	23.4836	23.9533	24.4324
	<i>Stores Clerk</i>	15.0000	15.3000	15.6060	15.9182
40 Hrs	<i>Supervisor II, Building Maintenance</i>	21.7269	22.1615	22.6048	23.0569
40 Hrs	<i>Supervisor II, Custodial</i>	18.6400	19.0128	19.3931	19.7810
40 Hrs	<i>Supervisor II, Grounds</i>	19.6275	20.0201	20.4206	20.8291
	<i>Supervisor, Athletic/Recreation</i>	20.1850	20.5887	21.0005	21.4206
	<i>Telephone Operator</i>	15.2840	15.5897	15.9015	16.2196
	<i>Typist</i>	15.0000	15.3000	15.6060	15.9182

ADDENDUM IV
CLOTHING ALLOWANCE

Upon execution of the Agreement the College shall provide any and all clothing and the cleaning thereof necessary for working out of doors in inclement and/or winter weather, for automotive mechanics, grounds keepers, Supervisor II/Custodial, light and heavy motor equipment operators, building maintenance workers, Supervisor II/Maintenance, mason, electrician, ACR mechanic, stationary engineer, mail room, special assignment custodians and central receiving in the employ of the College. Effective October 17, 2018 this provision shall also include custodial workers.

If clothing provided by the College is damaged in the performance of legitimate duties, the College agrees to repair or replace the damaged article of clothing [examples include but are not limited to zippers, hoods, snaps, buttons, etc.].

Clothing to be replaced must be returned to the College.

Even Calendar Years prior to March 15

Provide all members listed above in addendum IV a Jacket for Spring/Fall

Provide insulated coveralls for Grounds, Maintenance, HVAC and Electricians

Odd Calendar Years prior to November 1

Provide all members listed in above in addendum IV with an insulated winter coat (option with or without a hood).

**ADDENDUM V
ANNUAL LEAVE [VACATION] ACCRUALS EXPRESSED IN HOURS**

Thirty-seven and one-half hours [37.5] per week Employees

Full Year(s) of Employment	Per Pay Period	Annual Accrual	
		Hours	Minutes
1	3 Hours and 45 Minutes (3.75 hrs)	97	30
2	3 Hours and 45 Minutes (3.75 hrs)	97	30
3	4 Hours and 3 Minutes (4.05 hrs)	105	18
4	4 Hours and 21 Minutes (4.35 hrs)	113	6
5	4 Hours and 21 Minutes (4.35 hrs)	113	6
6	5 Hours and 12 Minutes (5.20 hrs)	135	12
7	5 Hours and 12 Minutes (5.20 hrs)	135	12
8	5 Hours and 48 Minutes (5.80 hrs)	150	48
9	6 Hours and 21 Minutes (6.35 hrs)	165	6
10	6 Hours and 39 Minutes (6.65 hrs)	172	54
11 or more	7 Hours and 15 Minutes (7.25 hrs)	188	30

Forty hours [40] per week Employees

Full Year(s) of Employment	Per Pay Period	Annual Accrual	
		Hours	Minutes
1	4 Hours (4.0 hrs)	104	-
2	4 Hours (4.0 hrs)	104	-
3	4 Hours and 21 Minutes (4.35 hrs)	113	6
4	4 Hours and 39 Minutes (4.65 hrs)	120	54
5	4 Hours and 39 Minutes (4.65 hrs)	120	54
6	5 Hours and 33 Minutes (5.55 hrs)	144	18
7	5 Hours and 33 Minutes (5.55 hrs)	144	18
8	6 Hours and 12 Minutes (6.20 hrs)	161	12
9	6 Hours and 48 Minutes (6.80 hrs)	176	48
10	7 Hours and 6 Minutes (7.10 hrs)	184	36
11 or more	7 Hours and 42 Minutes (7.70 hrs)	200	12

Part-time employees regularly scheduled to work eighteen and one-half [18.5] hours or more per week in departments where full-time employees have a thirty-seven and one-half [37.5] hour work week or twenty [20] or more hours in departments where full-time employees have a forty [40] hour week shall receive the pro rata share of annual [vacation] set forth in the chart.

No annual leave may be taken during the first three [3] months of employment. Except as noted in Article X, Section A4, in order for a first-year employee to take ten [10] uninterrupted days of vacation, such leave would have to be taken, if approved, during the fifty-first [51st] and fifty-second [52nd] weeks of employment.

ADDENDUM VI
EMERGENCY CLOSING PROCEDURES

Periodically, due to extreme weather conditions or other emergencies, it may be necessary for the College to cancel classes or to cease operations completely. When such situations develop, the College will have two codes; they are:

1. **CLASSES ARE CANCELLED** – this means that students and faculty should not report to the campus. **ALL OTHER EMPLOYEES ARE EXPECTED TO REPORT TO WORK.**
2. **COLLEGE IS CLOSED** – **ALL EMPLOYEES ARE EXCUSED FROM WORK EXCEPT** Campus Security Officers, Full-Time Security Guards and those personnel designated by the President of the College or designee to maintain or restore College operations.

Area media outlets, as identified by the College in a memorandum distributed by the College from time to time, will be notified of the decision to either cancel classes or close the College. Be aware that radio stations most often group school announcements and might misrepresent the intent of the President or their designee. It is, therefore, suggested that all personnel call the College Public Safety Office 629-7210, or their supervisor, where they will receive the exact information. Misunderstandings of the announced radio message will not be considered excused leave and such time taken will be chargeable to leave accruals.

Bargaining unit employees with a classification at the Educational Opportunity Center should be aware that in order to avoid confusion or misdirection with respect to the Center's status accurate information will be posted on the Center's voice messaging system.

When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be sent to all administrative units by either telephone or messenger.

When the College is "closed" for a portion of a day or for an entire day, employee time off shall be recorded as "Administrative Leave" (AL); such leave is not charged against any leave category.

If "classes are cancelled" and an employee chooses not to report for work, or to leave work prior to the end of their normal work day, time missed in such circumstances will be charged to personal or annual leave. Only if the College is closed and administrative leave does not cover the full day or results in a portion of an hour [.5] needing to be charged may vacation leave be used in one half [1/2] hour increments.

Under emergency conditions, the President and/or his designee may designate closure, cancellation and/or suspension of activities within specific buildings or portions thereof. The College will attempt to relocate the work area of employees under such circumstances but if a relocation is not judged possible for all impacted employees, those employees not relocated shall be granted administrative leave.

ADDENDUM VII
GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLE

Every bargaining unit employee shall have the right to present a grievance in accordance with the procedure provided herein and shall have the right to be represented at all stages of the grievance procedure.

SUBJECT MATTER

A grievance shall mean any violation, misinterpretation or inequitable application of this Agreement, administrative order or work rules of the College or a department thereof, or any condition of employment which relates to or involves the employee or employees including discipline where the proposed penalty is dismissal for tenured employees.

DEFINITIONS

“Aggrieved” -- shall mean any person or persons within the negotiating unit employed by the employer and shall include the Union.

“Immediate Supervisor” -- shall mean the next higher level of authority above the aggrieved in the department wherein the grievance exists.

“Department” -- shall mean an office or subdivision of the employer presently or hereafter designated. Each bargaining unit employee shall be assigned to a department.

“Department Head” -- shall mean that person designed by the employer as head of a department.

“Vice President for Administration”- shall mean that person filling such employer office.

“Time Limits” -- shall mean the number of days for the processing of a grievance.

“Days” -- shall mean the work days.

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

GENERAL PROVISIONS

1. Time limits for presentation and resolution of grievances may be extended only by mutual agreement of the parties.
2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the representative of the aggrieved and the Union within the specified time limits shall permit the lodging of an appeal to the next stage of the procedure within five (5) days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.

3. The various stages of this procedure shall, so far as practicable, be conducted during regular hours.

REPRESENTATION

1. Representation at any step in the procedure shall be limited to the aggrieved in their own behalf; the Union or the work location representative designated by the aggrieved. The Union shall be entitled to be present at all stages of the grievance and arbitration procedures.
2. The Union shall further provide the name of the individual to whom a record of all decisions is to be forwarded.
3. The employer shall give reasonable notice as to dates for hearings or meetings.

INFORMAL STAGE

Any employee who claims to have a grievance is encouraged to orally present the same to the immediate supervisor as soon after the occurrence of the event giving rise to the grievance as is practical so that, if possible, the same be expeditiously resolved on an informal basis.

STAGE 1:

1. A grievance must be presented to the immediate supervisor in writing within fifteen (15) work days after the grievance occurs or becomes known. The written grievance must be accompanied by a proposed remedy.
2. The immediate supervisor shall discuss the grievance on an informal basis and take whatever investigative action they deem-appropriate.
3. Within ten (10) days after the presentation of the grievance, the immediate supervisor shall deliver a written decision to the aggrieved and the Union.

STAGE 2:

1. If the aggrieved is not satisfied with the decision made by their immediate supervisor, they may, within ten (10) days thereafter, request a review and determination of the grievance by the Vice President for Administration. Such request must be in writing, contain a statement as to the specific nature of the grievance and the decision of the supervisor. Such request shall be served upon both the Vice President for Administration and the immediate supervisor to whom the grievance was originally presented.
2. Within two (2) days after receipt of request for review, the Vice President or their designee 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.
3. If the grievance is not resolved as a result of the pre-hearing conference, the Vice President or their designee shall commence a hearing on the matter within ten (10) days of the date of the

pre-hearing conference. A written decision on the grievance matter shall be rendered within ten (10) days after the conclusion of the hearing by the Vice President of their designee.

ARBITRATION :

1. If the Union is not satisfied with the decision at the conclusion of Stage 2, the Union may submit the matter to arbitration by written submission to the Public Employment Relations Board with a copy to the Vice President for Administration within fifteen (15) days of the receipt of the decision at Stage 2.
2. Intent to arbitrate shall be initiated by the aggrieved or the employer making written application to the Public Employment Relations Board for the appointment of an arbitrator and serving written notice of such application upon the other party. The Rules of the Public Employment Relations Board shall thereafter apply in the selection of an arbitrator and all matters relating to the conduct of a hearing.
3. All fees and expenses related to arbitration shall be borne by the losing party.
4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the contract in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of the contract.
5. The award of the arbitrator shall be final and binding.