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# **AGREEMENT**

**DATED:**

**EFFECTIVE: SEPTEMBER 1, 2018**

**TERM: SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2021**

**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 Vandenberg 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 his/her 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:

<b>Length of Normal Work Week</b>	<b>Annual Personal Leave Allotment</b>
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 1<sup>st</sup>. 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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, 2017 the hourly rate of each full-time and part-time unit member who is on the payroll on or before August 31, 2017 shall be increased by two percent (2.0%); effective September 1, 2018 the hourly rate for each full-time and part-time unit member who is on the payroll on or before August 31, 2018 shall be increased by twenty cents (\$0.20), effective March 1, 2019 the hourly rate of each full-time and part-time unit member who is on the payroll on or before February 28, 2019 shall be increased by twenty cents (\$0.20), effective September 1, 2019 the hourly rate for each full-time and part-time unit member who is on the payroll on or before August 31, 2019 shall be increased by twenty-five cents (\$0.25), effective March 1, 2020 the hourly rate of each full-time and part-time unit member who is on payroll on or before February 28, 2020 shall be increased by twenty-five cents (\$0.25), effective September 1, 2020 the hourly

rate of each full-time and part-time unit member who is on the payroll on or before August 31, 2020 shall be increased by thirty cents (\$0.30), and effective March 1, 2021 the hourly rate of each full-time and part-time unit member who is on the payroll on or before February 28, 2021 shall be increased by thirty cents (\$0.30).

**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. Entry level hourly rates for bargaining unit titles for twelve month and ten month employees shall be increased by two percent (2.0%)—effective September 1, 2017, -Twenty cents (\$0.20) effective September 1, 2018, twenty cents (\$0.20) effective March 1, 2019, twenty-five cents (\$0.25) effective September 1, 2019, twenty-five cents (\$0.25) effective March 1, 2020, thirty cents (\$0.30) effective September 1, 2020 and thirty cents (\$0.30) effective March 1, 2021.

**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 30<sup>th</sup> 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 his/her 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 his/her permanent position, shall be paid a hourly wage equal to that which he/she would have received had he/she 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 (1½) the employee's existing rate of pay will be paid for authorized work (1) performed in excess of thirty-seven and one-half (37½) hours per week for employees scheduled to work thirty-seven and one-half (37½) 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 (37½) 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 (1½) 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>
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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 the Monday next following Memorial Day for a period of ten (10) 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 two and one half (2.5) work days [20 hours or 19] off during said ten (10) week period.

Subject to approval of the immediate supervisor, such two and one half (2.5) 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 his/her 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 his/her 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>
<b>37 hrs. 30 mins. (37.5)</b>	<b>4 hrs. 3 mins. (4.05)</b>
<b>40 hrs. (40.0)</b>	<b>4 hrs. 19 mins. (4.35)</b>

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 his/her 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 his/her 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 his/her 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:

<b><u>Full Years of Employment</u></b>	<b><u>Maximum Half-Pay Benefits</u></b>
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, 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.

**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 his/her 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 his/her 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.

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 his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of paying his/her 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 his/her 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 his/her further irrevocable option, have deducted from the dollar value of his/her accumulated sick leave a sum up to twenty percent (20%) of the dollar value of his/her accumulated sick leave and be paid the same; the balance as heretofore outlined constituting an account to cover payment of the retiree's health insurance 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 his/her 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 his/her 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 his/her intent to do so within eight days after being furnished a copy of the charges preferred against him/her. Should the employee fail to do so, he/she shall be deemed to have irrevocably forfeited his/her 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 his/her 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 group indemnity, Blue Shield NENY and Capital District Physicians Health Plan Avid Care. The College will continue to make available to those parties coverage as congruent as possible to these primary plans. With respect to primary plans, the College reserves the right to change carriers or to self-insure, as it deems appropriate, so long as the coverage and benefits remain as congruent as possible with those currently provided. The College agrees to attempt to minimize changes by incumbent providers and HMO's from one plan year to another. However, the College will not be responsible for changes unilaterally imposed by an insurance provider or HMO in benefits, co-payment provisions or deductibles. The practice of reimbursing the \$240 in-patient deductible of the hospitalization portion of indemnity coverage will continue to be in effect regardless of change in indemnity plan provider or changes in plan parameters.

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.

4. The prescription drug co-pay provision shall be Five Dollars (\$5.00) for a generic drug prescription and Twenty Dollars (\$20.00) for a brand name drug prescription. The Major Medical deductible shall be One Hundred Dollars (\$100.00) per individual and Three Hundred dollars (\$300) per family.

If the prescription co-pay under the CDPHP primary plan or the substitute therefore increases during the term of this Agreement, the co-pay of the bargaining unit employees shall be increased as follows: Five Dollars (\$5.00) for a generic prescription and Twenty Dollars (\$20.00) for a brand preference prescription. The prescription co-pay for the primary plan or substitute therefore will be the same as the prescription co-pay for the CDPHP plan or substitute therefore.

**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 his/her 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 his/her family will be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded 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 his/her designee when his/her attendance is required at grievances, arbitration or PERB hearings.

**ARTICLE XVIII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from September 1, 2018 through and including the close of business on August 31, 2021, and thereafter from year to year unless either party gives notice, in writing, to the other party on or before February 1, 2021 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: \_\_\_\_\_  
Kimberly Denué, 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 VICE PRESIDENT FOR  
FINANCE

Senior Account Payroll Clerk (2)

OFFICE OF THE VICE PRESIDENT FOR  
ACADEMIC AFFAIRS

Secretary II

OFFICE OF THE VICE PRESIDENT  
FOR INSTITUTIONAL ADVANCEMENT

Secretary II

OFFICE OF THE DIRECTOR OF  
BUDGET

Budget Analyst

OFFICE OF THE DIRECTOR OF  
HUMAN RESOURCES

Personnel Technician

Secretary I

Data Analysis Coordinator II (2)

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, 2017 the hourly rate of each full-time unit member who is on the payroll on or before 8/31/2017 (pro-rata as to part-time unit members) shall be increased by two percent (2%).

Effective September 1, 2018 the hourly rate of each full-time unit member who is on the payroll on or before 8/31/2018 (pro-rata as to part-time unit members) shall be increased by twenty cents (\$0.20).

Effective March 1, 2019 the hourly rate of each full-time unit member who is on the payroll on or before 2/28/2019 (pro-rata as to part-time unit members) shall be increased by twenty cents (\$0.20).

Effective September 1, 2019 the hourly rate of each full-time unit member who is on the payroll on or before 8/31/2019 (pro-rata as to part-time unit members) shall be increased by twenty-five cents (\$0.25).

Effective March 1, 2020 the hourly rate of each full-time unit member who is on the payroll on or before 2/28/2020 (pro-rata as to part-time unit members) shall be increased by twenty-five cents (\$0.25).

Effective September 1, 2020 the hourly rate of each full-time unit member who is on the payroll on or before 8/31/2020 (pro-rata as to part-time unit members) shall be increased by thirty cents (\$0.30).

Effective March 1, 2021 the hourly rate of each full-time unit member who is on the payroll on or before 2/28/2021 (pro-rata as to part-time unit members) shall be increased by thirty cents (\$0.30).

**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:

	9/1/2016	9/1/2017	9/1/2018	9/1/2019	9/1/2020
		1%	2%	2%	2%
<b>After five (5) years</b>					
37.5 hours/week	0.1841	0.1860	0.1898	0.1936	0.1975
40 hours/week	0.1726	0.1744	0.1779	0.1815	0.1852

**After ten (10) years**

37.5 hours/week	0.2758	0.2786	0.2842	0.2899	0.2957
40 hours/week	0.2586	0.2612	0.2665	0.2719	0.2774

**After fifteen (15) years**

37.5 hours/week	0.3678	0.3715	0.3790	0.3866	0.3944
40 hours/week	0.3447	0.3482	0.3552	0.3624	0.3697

**After twenty (20) years**

37.5 hours/week	0.4289	0.4332	0.4419	0.4508	0.4599
40 hours/week	0.4021	0.4062	0.4144	0.4227	0.4312

**After twenty-five (25) years**

37.5 hours/week	0.4902	0.4952	0.5052	0.5154	0.5258
40 hours/week	0.4596	0.4642	0.4735	0.4830	0.4927

**After thirty (30) years**

37.5 hours/week	0.5513	0.5569	0.5681	0.5795	0.5911
40 hours/week	0.5170	0.5222	0.5327	0.5434	0.5543

**ADDENDUM III**  
**BARGAINING UNIT TITLES AND ENTRY LEVEL SALARIES/WAGES**

<u>40 Hr Wk</u>	<u>Titles</u>	2%	\$ 0.20	\$ 0.20	\$ 0.25	\$ 0.25	\$ 0.30	\$ 0.30
		<u>9/1/2017</u>	<u>9/1/2018</u>	<u>3/1/2019</u>	<u>9/1/2019</u>	<u>3/1/2020</u>	<u>9/1/2020</u>	<u>3/1/2021</u>
	Account Clerk	14.6163	14.8163	15.0163	15.2663	15.5163	15.8163	16.1163
	Account Clerk/Typist	14.0855	14.2855	14.4855	14.7355	14.9855	15.2855	15.5855
	Administrative Assistant	20.4395	20.6395	20.8395	21.0895	21.3395	21.6395	21.9395
40 Hrs	Air/Heat/Refrig. Mechanic	25.3464	25.5464	25.7464	25.9964	26.2464	26.5464	26.8464
40 Hrs	Automobile Mechanic	17.9331	18.1331	18.3331	18.5831	18.8331	19.1331	19.4331
	AV Aide	14.0295	14.2295	14.4295	14.6795	14.9295	15.2295	15.5295
	AV Equipment Operator	15.5370	15.7370	15.9370	16.1870	16.4370	16.7370	17.0370
	AV Technician	19.7509	19.9509	20.1509	20.4009	20.6509	20.9509	21.2509
40 Hrs	Building Maintenance Worker	16.9564	17.1564	17.3564	17.6064	17.8564	18.1564	18.4564
40 Hrs	Carpenter	19.2356	19.4356	19.6356	19.8856	20.1356	20.4356	20.7356
	Clerk	13.2343	13.4343	13.6343	13.8843	14.1343	14.4343	14.7343
	Clerk/Typist	13.6312	13.8312	14.0312	14.2812	14.5312	14.8312	15.1312
	Computer Operator	21.7229	21.9229	22.1229	22.3729	22.6229	22.9229	23.2229
	Computer Programmer	23.7025	23.9025	24.1025	24.3525	24.6025	24.9025	25.2025
	Coordinator Data Analysis I	17.2852	17.4852	17.6852	17.9352	18.1852	18.4852	18.7852
	Coordinator Data Analysis II	19.1544	19.3544	19.5544	19.8044	20.0544	20.3544	20.6544
	Coordinator Data Analysis Trainee	14.7543	14.9543	15.1543	15.4043	15.6543	15.9543	16.2543
	Coordinator Intramural Programs	18.5668	18.7668	18.9668	19.2168	19.4668	19.7668	20.0668
40 Hrs	Custodial Worker	13.0995	13.2995	13.4995	13.7495	13.9995	14.2995	14.5995
	Data Entry Operator	15.4073	15.6073	15.8073	16.0573	16.3073	16.6073	16.9073
	Editorial Aide	18.2030	18.4030	18.6030	18.8530	19.1030	19.4030	19.7030
	Educational Technology Technician	19.7509	19.9509	20.1509	20.4009	20.6509	20.9509	21.2509
40 Hrs	Electrician	19.2356	19.4356	19.6356	19.8856	20.1356	20.4356	20.7356
	Electronics Technician	17.3818	17.5818	17.7818	18.0318	18.2818	18.5818	18.8818
40 Hrs	EOC Custodial Worker	13.3826	13.5826	13.7826	14.0326	14.2826	14.5826	14.8826
	Four Color Press Operator	22.5745	22.7745	22.9745	23.2245	23.4745	23.7745	24.0745
	Graphic Artist	17.3818	17.5818	17.7818	18.0318	18.2818	18.5818	18.8818
	Graphic Assistant	17.5232	17.7232	17.9232	18.1732	18.4232	18.7232	19.0232
	Graphic Illustrator	17.7728	17.9728	18.1728	18.4228	18.6728	18.9728	19.2728
	Graphics and Printing Technical Specialist	18.7151	18.9151	19.1151	19.3651	19.6151	19.9151	20.2151
	Graphics Technician	22.0041	22.2041	22.4041	22.6541	22.9041	23.2041	23.5041
40 Hrs	Groundskeeper	13.0995	13.2995	13.4995	13.7495	13.9995	14.2995	14.5995
	Health Office Assistant	14.6163	14.8163	15.0163	15.2663	15.5163	15.8163	16.1163
40 Hrs	Heavy Motor Equipment Operator	15.9794	16.1794	16.3794	16.6294	16.8794	17.1794	17.4794
40 Hrs	HVAC Technician	27.8809	28.0809	28.2809	28.5309	28.7809	29.0809	29.3809
	Information Processing Specialist	16.6579	16.8579	17.0579	17.3079	17.5579	17.8579	18.1579
	Information Processing Specialist, Trainee	14.2206	14.4206	14.6206	14.8706	15.1206	15.4206	15.7206
	Inventory Control Specialist	19.4289	19.6289	19.8289	20.0789	20.3289	20.6289	20.9289
	Keyboard Specialist	13.4325	13.6325	13.8325	14.0825	14.3325	14.6325	14.9325
	Laboratory Assistant 12 Month	19.5205	19.7205	19.9205	20.1705	20.4205	20.7205	21.0205
	Laboratory Assistant Academic Year	17.3818	17.5818	17.7818	18.0318	18.2818	18.5818	18.8818
	Language Lab Operator	15.6097	15.8097	16.0097	16.2597	16.5097	16.8097	17.1097
40 Hrs	Light Motor Equipment Operator	14.0766	14.2766	14.4766	14.7266	14.9766	15.2766	15.5766
	Mail and Supply Clerk	13.4325	13.6325	13.8325	14.0825	14.3325	14.6325	14.9325
40 Hrs	Mason	19.2356	19.4356	19.6356	19.8856	20.1356	20.4356	20.7356
	Messenger	13.4325	13.6325	13.8325	14.0825	14.3325	14.6325	14.9325
	Offset Printer	19.8932	20.0932	20.2932	20.5432	20.7932	21.0932	21.3932
40 Hrs	Painter	19.2356	19.4356	19.6356	19.8856	20.1356	20.4356	20.7356
	Payroll Clerk	17.7766	17.9766	18.1766	18.4266	18.6766	18.9766	19.2766
	Photographer	17.7728	17.9728	18.1728	18.4228	18.6728	18.9728	19.2728
40 Hrs	Power Plant Mechanic	25.0000	25.2000	25.4000	25.6500	25.9000	26.2000	26.5000
40 Hrs	Power Plant Operator	27.0000	27.2000	27.4000	27.6500	27.9000	28.2000	28.5000
	Principal Account Clerk	18.9561	19.1561	19.3561	19.6061	19.8561	20.1561	20.4561
	Principal Clerk	16.9840	17.1840	17.3840	17.6340	17.8840	18.1840	18.4840
	Principal Stenographer	17.7728	17.9728	18.1728	18.4228	18.6728	18.9728	19.2728
40 Hrs	Principal Stores Clerk	19.9836	20.1836	20.3836	20.6336	20.8836	21.1836	21.4836
	Principal Typist	16.5969	16.7969	16.9969	17.2469	17.4969	17.7969	18.0969
	Printing Machine Operator	15.6097	15.8097	16.0097	16.2597	16.5097	16.8097	17.1097

<u>40 Hr Wk</u>	<u>Titles</u>	<u>2%</u>	<u>\$ 0.20</u>	<u>\$ 0.20</u>	<u>\$ 0.25</u>	<u>\$ 0.25</u>	<u>\$ 0.30</u>	<u>\$ 0.30</u>
		<u>9/1/2017</u>	<u>9/1/2018</u>	<u>3/1/2019</u>	<u>9/1/2019</u>	<u>3/1/2020</u>	<u>9/1/2020</u>	<u>3/1/2021</u>
	<i>Program Assistant, Athletic/Recreation</i>	15.4073	15.6073	15.8073	16.0573	16.3073	16.6073	16.9073
	<i>Program Assistant, Auto Services</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Center for Careers &amp; Transfer</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Communications and Marketing</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Continuing Education</i>	17.6749	17.8749	18.0749	18.3249	18.5749	18.8749	19.1749
	<i>Program Assistant, Dental Hygiene</i>	18.9089	19.1089	19.3089	19.5589	19.8089	20.1089	20.4089
	<i>Program Assistant, Development/Alumni Affairs</i>	16.6970	16.8970	17.0970	17.3470	17.5970	17.8970	18.1970
	<i>Program Assistant, Educational Outreach</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Financial Aid</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Health Services</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Information Technology Services</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Registrar</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Student Activities</i>	18.1610	18.3610	18.5610	18.8110	19.0610	19.3610	19.6610
	<i>Program Assistant, Academics I</i>	14.5506	14.7506	14.9506	15.2006	15.4506	15.7506	16.0506
	<i>Program Assistant, Academics II</i>	15.7680	15.9680	16.1680	16.4180	16.6680	16.9680	17.2680
	<i>Program Assistant, Academics III</i>	16.9857	17.1857	17.3857	17.6357	17.8857	18.1857	18.4857
	<i>Receptionist</i>	16.0291	16.2291	16.4291	16.6791	16.9291	17.2291	17.5291
	<i>Secretary I</i>	16.9857	17.1857	17.3857	17.6357	17.8857	18.1857	18.4857
	<i>Secretary II</i>	18.9089	19.1089	19.3089	19.5589	19.8089	20.1089	20.4089
	<i>Senior Account Clerk</i>	16.5969	16.7969	16.9969	17.2469	17.4969	17.7969	18.0969
	<i>Senior Account Clerk/Payroll</i>	17.7766	17.9766	18.1766	18.4266	18.6766	18.9766	19.2766
	<i>Senior Account Clerk/Typist</i>	15.7919	15.9919	16.1919	16.4419	16.6919	16.9919	17.2919
40 Hrs	<i>Senior Automobile Mechanic</i>	20.8627	21.0627	21.2627	21.5127	21.7627	22.0627	22.3627
	<i>Senior AV Aide</i>	15.9893	16.1893	16.3893	16.6393	16.8893	17.1893	17.4893
	<i>Senior AV Technician</i>	20.7370	20.9370	21.1370	21.3870	21.6370	21.9370	22.2370
	<i>Senior Clerk</i>	14.6163	14.8163	15.0163	15.2663	15.5163	15.8163	16.1163
	<i>Senior Clerk/Typist</i>	15.3362	15.5362	15.7362	15.9862	16.2362	16.5362	16.8362
	<i>Senior Computer Operator</i>	23.7025	23.9025	24.1025	24.3525	24.6025	24.9025	25.2025
	<i>Senior Educational Technology Technician</i>	20.7370	20.9370	21.1370	21.3870	21.6370	21.9370	22.2370
40 Hrs	<i>Senior Electrician</i>	22.3131	22.5131	22.7131	22.9631	23.2131	23.5131	23.8131
	<i>Senior Engineering Technician</i>	20.7370	20.9370	21.1370	21.3870	21.6370	21.9370	22.2370
	<i>Senior Information Processing Specialist</i>	18.4614	18.6614	18.8614	19.1114	19.3614	19.6614	19.9614
	<i>Senior Laboratory Assistant 12 Month</i>	21.8630	22.0630	22.2630	22.5130	22.7630	23.0630	23.3630
	<i>Senior Laboratory Assistant Academic Year</i>	19.4695	19.6695	19.8695	20.1195	20.3695	20.6695	20.9695
40 Hrs	<i>Senior Stationary Engineer</i>	25.4618	25.6618	25.8618	26.1118	26.3618	26.6618	26.9618
	<i>Senior Stenographer</i>	15.4073	15.6073	15.8073	16.0573	16.3073	16.6073	16.9073
	<i>Senior Stores Clerk</i>	15.6097	15.8097	16.0097	16.2597	16.5097	16.8097	17.1097
40 Hrs	<i>Senior Stores Clerk/Inventory</i>	16.2956	16.4956	16.6956	16.9456	17.1956	17.4956	17.7956
	<i>Senior Typist</i>	14.2206	14.4206	14.6206	14.8706	15.1206	15.4206	15.7206
40 Hrs	<i>Special Assignment Custodial Worker</i>	13.9391	14.1391	14.3391	14.5891	14.8391	15.1391	15.4391
40 Hrs	<i>Stationary Engineer</i>	21.2951	21.4951	21.6951	21.9451	22.1951	22.4951	22.7951
	<i>Stenographer</i>	14.2206	14.4206	14.6206	14.8706	15.1206	15.4206	15.7206
	<i>Stores Clerk</i>	13.4325	13.6325	13.8325	14.0825	14.3325	14.6325	14.9325
40 Hrs	<i>Supervisor II, Building Maintenance</i>	20.0117	20.2117	20.4117	20.6617	20.9117	21.2117	21.5117
40 Hrs	<i>Supervisor II, Custodial</i>	16.9554	17.1554	17.3554	17.6054	17.8554	18.1554	18.4554
40 Hrs	<i>Supervisor II, Grounds</i>	17.9331	18.1331	18.3331	18.5831	18.8331	19.1331	19.4331
	<i>Supervisor, Athletic Program Services</i>	20.6237	20.8237	21.0237	21.2737	21.5237	21.8237	22.1237
	<i>Supervisor, Athletic/Recreation</i>	18.4851	18.6851	18.8851	19.1351	19.3851	19.6851	19.9851
	<i>Supervisor, Graphics</i>	24.2025	24.4025	24.6025	24.8525	25.1025	25.4025	25.7025
	<i>Supervisor, TV Center</i>	21.7229	21.9229	22.1229	22.3729	22.6229	22.9229	23.2229
	<i>Telephone Operator</i>	13.6326	13.8326	14.0326	14.2826	14.5326	14.8326	15.1326
	<i>TV Center Technician</i>	19.7509	19.9509	20.1509	20.4009	20.6509	20.9509	21.2509
	<i>TV Center, Senior TV Center Technician</i>	22.1199	22.3199	22.5199	22.7699	23.0199	23.3199	23.6199
	<i>Typist</i>	13.4325	13.6325	13.8325	14.0825	14.3325	14.6325	14.9325

**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.

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 his/her 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 his/her 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 his/her 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 he/she deems 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 his/her immediate supervisor, he/she 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 of his/her 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 his/her 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 his/her 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.