

Memorandum of Agreement  
By and Between  
Hudson Valley Community College and the Hudson Valley Community College  
Non-Teaching Professional Organization

**THIS AGREEMENT** is entered into this 29th day of June 2021 by and between Hudson Valley Community College (“HVCC”), and the Hudson Valley Non-Teaching Professional Organization (NTPO).

**WHEREAS**, HVCC and NTPO are parties to a collective bargaining agreement (CBA) with the term 2017-2020;

**WHEREAS**, the parties wish to execute a memorandum of agreement setting forth the terms and conditions of Article IVX, Work Year – Work Week D. Special Assignments; and

**Now, therefore** the parties agree as follows:

1. Article IVX Work Year-Work Week D. Special Assignments will be replaced with the following:

Overtime at the rate of time and one-half (1 ½) the employee’s existing rate of pay will be paid for authorized work performed in excess of thirty-seven and one-half (37 ½) per week [for employees scheduled to work thirty-seven and one-half (37 ½) hours per week] provided that said overtime rate is more than thirty-eight (\$38) dollars per hour. If the overtime rate is less than thirty-eight (\$38) dollars the employee shall be paid thirty-eight (\$38) for all hours worked beyond thirty-seven and one-half (37 ½) in a week.

In lieu of overtime compensation as described in Paragraph 1 of this section, employees may take compensatory time at the rate of time and one-half (1 ½) for overtime worked. Employees wishing to take compensatory time shall so indicate on the appropriate form provided by the College and will submit said form for the pay period in which the overtime was worked. The use of compensatory time or pay for overtime shall be at the discretion of the employee. Compensatory time will be taken in no less than thirty (30) minutes.

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.

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.

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.

All provisions of the September 1, 2017 through August 31, 2020 collective bargaining agreement between the parties shall be continued unless specifically modified by the Memorandum of Agreement.

Hudson Valley Community College  
Non-Teaching Professionals Organization

Hudson Valley Community College

By: \_\_\_\_\_  
NTPO President

By: \_\_\_\_\_  
Director of Human Resources

Hudson Valley Community College

Hudson Valley Community College

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Vice President for Administration/CFO

By: \_\_\_\_\_  
College Attorney  
Approved as to Form