

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**THE COUNTY OF RENSSELAER (COUNTY)**  
**and the**  
**BOARD OF TRUSTEES**  
**of**  
**HUDSON VALLEY COMMUNITY COLLEGE (COLLEGE)**  
**as Co-Employers and**  
**THE HUDSON VALLEY COMMUNITY COLLEGE NON-TEACHING PROFESSIONAL**  
**ASSOCIATION (UNION)**

This Agreement by and between The County of Rensselaer (“County”), the Board of Trustees of Hudson Valley Community College (“College”) and the Hudson Valley Community College Non-Teaching Professional Association (“Union”) provides as follows:

**WITNESSETH**

WHEREAS, the County, the College and the Union are parties to a collective bargaining agreement covering the period from September 1, 2013 through August 31, 2017 which is still in force; and

WHEREAS, the parties will enter into a three year collective bargaining agreement from 9/1/17 through 8/31/2020;

IT IS HEREBY AGREED AS FOLLOWS:

1. Addendum A of the present agreement will be deleted and the following will be substituted which represents an annual two percent (2%) increase:

**ADDENDUM A**  
**ECONOMIC ADJUSTMENTS**

**Salary Adjustment**

Each returning bargaining unit member shall, effective September 1<sup>st</sup> of each year listed below, have his/her previous year’s base salary increased as follows:

2017 Two percent (2%)

2018 Two percent (2%)

2019 Two percent (2%)

The fully executed Memorandum of Agreement will provide a 2% increase on each unit member’s base salary as identified above under Salary Adjustment. Contained within this addendum is Longevity Compensation and Merit Service Compensation that will remain part of the contract but the dollar values contained within each will remain constant (no 2 % increase) for the 3 year duration of the successor agreement.

2. Article XXV will be deleted and the following will be substituted:

“This Agreement shall be effective 1 September 2017, and remain in full force and effect until 31 August 2020, and from year to year (1 September - 31 August) thereafter, unless either party shall notify the other, in writing, of a desire to modify, amend or terminate the same on or prior to 1 January 2017 or 1 January of any subsequent year. Unless stated to the contrary, all terms and conditions herein contained shall become effective 1 September 2017.”

All other terms and conditions of the 9/1/13 through 8/31/17 collective bargaining agreement will remain in full force and effect.

HUDSON VALLEY COMMUNITY  
COLLEGE

COUNTY OF RENSSELAER

By: \_\_\_\_\_

By: \_\_\_\_\_

President

County Executive

HUDSON VALLEY COMMUNITY  
COLLEGE

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman of the Board of Trustees

County Attorney

By: \_\_\_\_\_

Chief Negotiator

APPROVED

\_\_\_\_\_  
Bureau of Budget

HUDSON VALLEY COMMUNITY COLLEGE  
NON-TEACHING PROFESSIONAL  
ASSOCIATION

By: \_\_\_\_\_

President

Approved as to form:

\_\_\_\_\_  
STEPHEN A. PECHENIK  
Rensselaer County Attorney

# **AGREEMENT**

EFFECTIVE: September 1, 2013

TERM: September 1, 2013 through August 31, 2017

By and Between

the

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

and

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

as

CO-EMPLOYERS

and the

HUDSON VALLEY COMMUNITY COLLEGE  
NON-TEACHING PROFESSIONAL ASSOCIATION  
(hereinafter referred to as the "Association")

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**ARTICLE I  
REQUIREMENT OF LEGISLATIVE ACTION**

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

**ARTICLE II  
MANAGEMENT RIGHTS**

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

**ARTICLE III  
PAST PRACTICES**

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

**ARTICLE IV  
SAVINGS CLAUSE**

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

**ARTICLE V  
NON-DISCRIMINATORY APPLICATION**

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

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

**ARTICLE VI  
EMPLOYMENT TITLES**

**A. Determination of Titles**

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

**B. New Titles**

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

**ARTICLE VII  
CIVIL SERVICE STATUS**

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

**ARTICLE VIII  
RECOGNITION, UNIT DEFINITION**

**A. Exclusive Representation**

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

Admissions Counselor  
 Advisement and Retention Specialist  
 Advising Specialist  
 Assistant Bursar  
 Assistant Director for Graphics Design & Printing Services  
 Assistant Director of Admissions  
 Assistant Director of Community & Professional Education  
 Assistant Director of Institutional Services & Events  
 Assistant Director of Student Life  
 Assistant Director, Athletics  
 Assistant Director, Center for Careers & Employment  
 Assistant Director, Communications & Marketing  
 Assistant Director, Financial Aid  
 Assistant Director, Technical Support Services  
 Assistant for Financial Analysis, Internal Auditor  
 Assistant for Financial Analysis, Student Accounts  
 Assistant Registrar  
 Assistant to the Director, Physical Plant  
 Associate Director and Adaptive Technology Specialist  
 Associate Director of Admissions  
 Associate Director of Counseling and Transfer  
 Associate Director of Financial Aid  
 Associate for Academic Planning, Assessment, Research and Accreditation  
 Associate Registrar  
 Athletic Trainer  
 Broadcast TV Production Technician  
 Bursar  
 Communications and Marketing Specialist  
 Computer Programmer Analyst  
 Coordinator of Computer Services  
 Coordinator of Financial Operations and Database Management  
 Coordinator of Health Services  
 Coordinator of International Student Services  
 Coordinator of Special Events and Alumni Relations  
 Coordinator of Testing, Center for Access and Assistive Technology  
 Coordinator of Workforce Development Institute  
 Coordinator, Collegiate Academic Support Program  
 Coordinator, Office of Testing, Advisement & Academic Placement  
 Coordinator, School of Technology Academic Advisement Center  
 Counselor, Senior  
 Data and Voice Communications Technician  
 Director Graphic Design & Printing Services  
 Director of Advancement Operations  
 Director of Annual Giving & Donor Relations  
 Director of Community & Professional Education  
 Director of Distance Learning  
 Director of Institutional Services & Events  
 Director of Instructional Technology Services  
 Director of Student Services Information Technology

Director of Technical Support Services  
 Director of the Center for Careers & Employment  
 Educational Engineering Support Specialist  
 Electronic Communications Editor  
 Enrollment/Retention Services Technician  
 Environmental Health & Safety Specialist  
 Facility Documents & Records Manager  
 Financial Aid Information Systems Manager  
 Grant & Research Associate  
 Information Program Analyst  
 Instructional Designer  
 Instructional Technology Support Specialist  
 Instructional Technology Support Technician  
 Microcomputer Supervisor  
 Microcomputer Technician  
 Network Specialist  
 Operations Assistant of Physical Plant  
 Payroll Supervisor  
 Photographic Specialist  
 Retention Specialist  
 Scheduling Officer  
 Senior Computer Programmer Analyst  
 Senior Instructional Designer  
 Senior Media Specialist  
 Senior Microcomputer Technician  
 Senior Network Specialist I  
 Senior Network Specialist II  
 Senior Network Technician  
 Senior Systems and Network Specialist I  
 Senior Systems and Network Specialist II  
 Senior Telecommunications Specialist  
 Supervising Computer Programmer Analyst  
 Supervisor of Multimedia & Video Production Services  
 Systems & Web Specialist  
 Systems and Network Specialist  
 Technical Assistant Center for Careers & Employment  
 Technical Assistant, Admissions  
 Technical Assistant, Archiving, Registrar's Office  
 Technical Assistant, Automotive  
 Technical Assistant, Center for Access and Assistive Technology  
 Technical Assistant, Continuing Education and Summer Sessions  
 Technical Assistant, Dental Hygiene  
 Technical Assistant, Educational Outreach & Academic Services  
 Technical Assistant, Financial Aid  
 Technical Assistant, High School Programs & Educational Outreach  
 Technical Assistant, Learning Resources Center  
 Technical Assistant, Office of Testing, Advisement and Academic Placement  
 Technical Assistant, Planning and Research  
 Technical Assistant, Registrar's Office  
 Web Site Specialist

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

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

**ARTICLE IX  
ASSOCIATION RIGHTS**

- A. Subject to his/her responsibilities and obligations to the College, duly authorized representatives of the Association shall be permitted to transact official Association business on College property at reasonable times, provided there is no interference with instruction, administrative functions or College operations.
- B. The Association President may, with the prior approval of his/her immediate supervisor, take a reasonable amount of time (as determined by the Vice President for Administration) during the work day for Association business provided the same does not interfere with his/her or the professional responsibilities of others.
- C. The Association shall have the right to use College facilities for meetings with the prior approval of the appropriate College Administrator.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards. The College will provide bulletin boards. The Association may use the intra-campus College mail service to distribute its communications.
- E. Authorized spokesmen for the Employer and the Association shall meet at the request of either party to discuss matters related to the operation of this Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the Association and the College or College President's designee and thereafter shall be binding on the parties.
- F. The Association shall be granted up to three (3) membership meetings per fiscal year each commencing at four o'clock P.M. (4:00).
- G. Dues Deductions
  - 1. Pursuant to plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the employer shall, on a bi-weekly basis (26 or 27 depending upon pay periods contained in fiscal year), deduct from the salaries of the employees determined to be eligible for membership in the NTP unit as defined in Article VIII-B included herein, the regular NTP membership dues and remit the same to the Treasurer of the Association. Dues deductions may only be revoked by instrument in writing and the College shall promptly notify the Treasurer of the Association of the receipt of such revocation notices.
  - 2. At such time as the Association obtains, and for such time as the Association maintains, membership equal to seventy percent (70%) of the bargaining unit employees, the Association shall be accorded the benefit of the "Agency Shop" legislation enacted by the 1976-77 Legislature of the State of New York as may heretofore have been and as may hereafter be amended. Percentage determination shall be made annually on the second Friday of October.



3. Should the Association comply with the provisions of paragraph 2 hereof, the College agrees to deduct from the salaries of the employees in the bargaining unit who are not members of the Association a fee equal to the Association dues, and to remit the same promptly to such Association. Said fee shall be in accordance with the laws of the State of New York.
4. The Association shall indemnify and hold harmless the College and its official and employees from any cause of action, claim, loss or damages incurred as a result of the College's deduction from employees pursuant to this Article.

## **ARTICLE X APPOINTMENTS**

### **Acting Appointment**

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

### **Temporary Appointments**

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

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

### **Probationary Appointment**

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

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

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

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

### **Continuing Appointment**

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

## **ARTICLE XI PROFESSIONAL OBLIGATION**

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

## **ARTICLE XII JOB DESCRIPTIONS**

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

- E. Each non-teaching professional employee will annually receive a copy of his/her official job description through the evaluation process.

**ARTICLE XIII  
EVALUATION**

- A. Bargaining unit members shall be evaluated on a fiscal year basis (September 1 – August 31) by November 1 on evaluation forms distributed to unit members by the preceding September 15.
- B. The evaluation report will firstly be discussed (in confidence) by the employee and his/her immediate supervisor, with the employee being able to make written comments as he/she deems appropriate. In the event that an employee feels that his/her supervisor's evaluation does not truly reflect his/her performance, the employee may appeal his/her evaluation up to the vice president having responsibility for his/her administrative unit, or in the case of administrators reporting to a vice president, such appeal may be made to the President of the College. Employees whose supervisors report directly to the President may appeal directly to the President. In any event, those statements giving rise to the difference of opinion must be substantiated or deleted from the evaluation report. The determination of the vice president/President will be binding on all parties.
- C. In addition to the formal evaluation procedures described above, anyone generating or receiving reports, letters, memoranda or written material which relates favorably or unfavorably to the capabilities, talent, character, reputation, qualifications or abilities of any person or persons employed by or associated in any capacity with Hudson Valley Community College shall forward a copy of same to the Vice President for Administration who has been designated as Records Access Officer under the Freedom of Information Law. The Vice President for Administration will review the material in question and inform the concerned employee whether or not it has been placed in his/her personnel records and that he/she is free to examine the same. In the event that an employee does not agree with the determination made by the Vice President for Administration as to whether or not a document is to be placed in his/her personnel records, he/she may submit a written appeal of that decision to the President of the College, who will make a determination binding on all parties.
- D. No information concerning any bargaining unit members shall be made public prior to that person having an opportunity to examine the same.
- E. The above shall not, however, apply to confidential references furnished by request, where representations have been made to the supplier that any information supplied will remain confidential.
- F. Prior to the implementation of any change in the existing evaluation form, such change(s) will be discussed with the Association.

**ARTICLE XIV  
WORK YEAR – WORK WEEK**

- A. **Ten Month Employees**

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

## **B. All Other Employees**

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

## **C. Work Week**

1. The normal work day for bargaining unit members is seven and one-half (7 1/2) hours in length exclusive of a one (1) hour lunch period. Such hours shall normally be discharged between 8:00 a.m. and 5:00 p.m., Monday through Friday, with the precise hours of work to be established by the bargaining unit member's supervisor, with the approval of the Vice President having responsibility for the administrative unit to which the bargaining unit member's position is assigned. Preference in scheduling shall be afforded senior unit members.
2. Summer hours will be in effect beginning 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 work obligation and lunch period shall both be reduced by one-half (1/2) hour so as to provide for a seven (7) hour work day and a seven and one-half (7.5) hour campus presence. During the period of summer hours, regular full-time employees shall be compensated for a regular work day if they work and/or charge leave accruals for a full summer day; otherwise they will be compensated at their regular rate for hours actually worked. Vacation and sick leave accruals will not be reduced during the period of summer hours; however, time taken for such leave must be charged in accordance with the regular seven and one-half (7.5) hour College work day.
3. If necessary, an employee may be assigned outside the timeframe set forth in paragraph 1 above so as to provide equal services to students taking courses in the evening hours.
4. Where a position is not directly related to student class schedules, or where the normal working day does not have a bearing on the responsibilities of the position, an employee holding that position may request to work a flexible schedule which more closely accommodates the time demands of the position. In no event, however, shall a flexible schedule be requested in order to obtain other employment or produce a work week of under thirty-seven and one-half (37 1/2) hours or cause the employee to be on campus fewer than four (4) of the normal five (5) working days each week. Applications for a flexible work schedule must be submitted to the employee's immediate supervisor and be approved by the Vice President having responsibility for the employee's administrative unit.

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

**D. Special Assignments**

Special Assignments are defined as assignment to specific functions which are to be performed outside the assigned employee's regular working hours, scheduled in advance and in writing by the employee's immediate supervisor, with the prior approval of the appropriate Vice President.

Effective September 1, 2014, an exempt employee shall be compensated for each hour of special assignment at an amount equal thirty-eight (\$38) per hour for each hour of said assignment.

**ARTICLE XV  
JUST CAUSE**

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

**ARTICLE XVI  
RETRENCHMENT/RESIGNATION/RETIREMENT**

**Retrenchment**

- A. The retrenchment/layoff and/or recall of bargaining unit members are in the sole discretion of the College and are subject to review under the grievance procedure hereof only as to questions of seniority within function areas and timeliness of notice.
- B. In the event of the reduction of the full-time staff, the College will give those employees on continuing appointment who are to be affected one hundred (100) working days notice or pay in lieu thereof prior to the effective day of layoff. Layoffs shall be made within the function area in inverse order of original appointment (first date of employment) to the College.
  - 1. Function areas and matters related thereto shall be as set forth in Addendum C annexed.
  - 2. Part-time employees shall be laid off before probationary employees, and probationary employees before employees on continuing appointment. Upon layoff, the employee shall be paid for all vacation accrued at the time of layoff.

3. If two (2) persons have the same date of original appointment, date of signed, returned salary agreement shall be determinative of their respective seniority.
  4. In the event that a bargaining unit vacancy exists in other administrative areas at the time of layoff, affected employees on continuing appointment, qualified in such other administrative areas, shall be given priority consideration for employment in such areas. Qualified shall mean the possession of the minimum educational and experience requirements of a position as determined by the College's notice of vacant position.
  5. Employees who are given one-hundred (100) days notice shall be eligible to request, within the notification period, up to ten (10) working days' Administrative Leave for the purpose of participating in interview processes for employment outside the College. Such interview opportunities shall be documented with the employee's immediate supervisor and the requested leave shall be subject to approval by the supervisor and the responsible area Vice President. Subject to the bargaining unit member's work responsibilities, such request shall not be unreasonably denied.
- C. Laid-off employees on continuing appointment shall, for a period of two (2) years have a right to be reinstated/recalled in inverse order of his/her layoff to a unit vacancy within a function area for which he/she is qualified. During this period the former position of a laid-off employee will not be filled by a less junior replacement unless the employee has been offered reappointment to the same or an equivalent position and has declined. Notice of reinstatement/recall to subsequent position vacancies shall be by written notice. Such notice will be by Registered or Certified Mail (return receipt), addressed to the last address filed in the Personnel Office by the employee. If an employee fails to notify the Personnel Office, in writing, within three (3) weeks of mailing thereof indicating acceptance thereof, the employee shall be deemed to have refused reinstatement/recall and the College shall have no further employment obligation to him/her. The letter to the employee shall state the above time limits.
- D. If an employee is reinstated/recalled to the same position from which he/she was retrenched, he/she shall retain seniority and benefit credits as of date of lay-off and be employed at a salary he/she would have received had the lay-off not occurred.
- If an employee is reinstated/recalled to a position for which he/she is qualified but not the position retrenched, such employee shall retain seniority and benefit credits as of the date of lay-off but shall be employed at the salary level established for the position and shall serve a one (1) year probationary period. Such employee shall remain on the recall list for the balance of remaining recall eligibility for the sole purpose of being recalled to the position from which he/she was originally retrenched.
- E. In the event the College has made a decision to retrench the employees, such decision shall be promptly communicated to the Association, and the Association upon request shall be afforded the opportunity to meet with representatives of the College for the purposes of presenting alternatives to retrenchment and/or to discuss the impact of redistributed functions, if any, upon remaining unit members within a function area(s) that has (have) been retrenched.
- F. If retrenchment/layoff is declared, those employees affected will be provided an opportunity to use College personnel and institutional facilities to aid in a job search.

## Resignation

- A. A bargaining unit member desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor, at least twenty (20) working days prior to the effective date of said termination of services.
- B. The following describes terminal benefits for non-teaching professional employees who voluntarily terminate their services with the College:
1. **Health Insurance Program.** The employee and his/her family will be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded.
  2. **Retirement System.** Employees with vested rights in a retirement system will retain those rights. The College will continue to make contributions to the system through the date of termination. Employees in TIAA may withdraw funds from this plan consistent with the options provided by the Optional Retirement Program (ORP).
  3. **Vacation Accruals.** The College will pay the employee at his/her regular salary rate for all accrued vacation at the time of termination.
  4. **Sick Leave.**
    - a) An employee not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College and who elects to resign shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.
    - b) An employee not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College in lieu of the lump sum payment above outlined may, at his/her option, make an irrevocable election to have the sum to which entitled upon termination as set forth in the above paragraph credited to an account for the payment of his/her premium cost of the College health insurance plan following resignation under the same terms and conditions as provided for retirees in Article XVI. Health Insurance Program 1. (a).

## Retirement

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

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

### **Health Insurance Program.**

- a) An employee eligible to and who does retire under his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of payment of insurance premiums during the

retirement of said employee. To be eligible for this benefit, the retiring employee must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.

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

**Retirement System.** The College will continue to make contributions to the retirement system through the effective date of an employee's retirement.

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

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

## **ARTICLE XVII PROMOTIONS AND TRANSFERS**

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



## **ARTICLE XVIII HOLIDAYS**

### **Scheduled Holidays**

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

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

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

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

## **ARTICLE XIX LEAVES OF ABSENCE**

### **Maternity Leave**

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

### **Workers' Compensation Leave**

When an employee is absent from his/her duties as a result of on-the-job injury covered by Workers' Compensation, he/she will be paid at the level of his/her salary which would otherwise have been due but for said injury (less the amount of any Workers' Compensation award made for temporary disability

due to said injury) for the period of six (6) months from date of injury, and no part of such actions will be charged to leave to which he/she may be otherwise entitled.

**Military Leave**

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

**Jury Duty**

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

**Vacation Leave**

- A. Employees in positions having less than a twelve (12) month work obligation are not eligible for vacation leave as hereinafter set forth.
- B. Employees in positions with a twelve (12) month work obligation having either probationary or continuing appointments shall be eligible for vacation leave and shall accrue such leave as follows:
  - i. Any such employee who was eligible to and who had validly elected Option 1 or Option 2 in the 2003-2006 collective bargaining agreement shall accrue such leave as follows:

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

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

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

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

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

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

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

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

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

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

### **Sick Leave**

- A (1) All employees, except for those employees who had validly elected salary adjustment Option 2 as set forth in Addendum A in the 2003-2006 collective bargaining agreement shall be credited with twelve (12) days of sick leave at the beginning of each fiscal year, i.e., September 1, prorated as to employees who begin employment after September 1. Those employees having work years of nine (9) or ten (10) months duration will be credited with the appropriate pro rata share of the twelve (12) day annual allotments.
- (2) Consistent with said Addendum A of the 2003-2006 collective bargaining agreement, all employees who had validly elected salary adjustment Option 2 shall be credited with sick leave as follows September 1 of each fiscal year thereafter, six (6) days of sick leave. Those employees who have a work year of nine (9) or ten (10) months duration will be credited with the appropriate pro rata share of the ten (10), eight (8) or six (6) day annual allotments.
- B. Sick Leave may be accrued from year to year in accordance with the following:

Employees with ten (10) month appointments	165 days maximum accrual
Employees with twelve (12) month appointments	190 days maximum accrual
- C. Up to fifteen (15) days of current and/or accumulated sick leave a year may be used in the event of death or illness within the immediate family. "Immediate family" is understood to mean: husband, wife, son, daughter, father, mother, foster parents, brother or sister. Use of sick leave in the event of death or illness not within the immediate family will be considered on an individual basis.
- D. Sick leave may be used in units of one (1) hour. Validation of sick leave usage, including disability arising out of pregnancy, may be requested in the form of a physician's certificate. In the case of pregnancy, the period of temporary disability caused by or contributed to by childbirth or the recovery there from may be charged to sick leave. In cases of scheduled medical or dental appointments, sick leave may be used in units of one-half (1/2) hour.
- E. Upon exhaustion of all sick and personal leave accumulations and upon the submission of a physician's verification of total disability, employees shall be entitled to extended sick leave at half-salary equal to one pay period for each year of full-time employment at the College.
- F. Except in emergencies, employees are required to notify their immediate supervisor of their sick leave absence within two (2) hours of the start of their work day.
- G. The records of the Office of the Vice President for Administration shall be conclusive and final and binding evidence of the employees who elected Option 1 or Option 2 or Option 3, or who were deemed to have elected Option 3, or who were hired after the Association ratification date of February 19, 2003 and the question of what Option the employee may have elected or may be subject to shall not be grievable.

## **Personal Leave**

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

## **Sabbatical Leave**

- A. Sabbatical leaves of absence may be granted to bargaining unit personnel upon application to the President of the College and approved by the College's Board of Trustees. The total number of sabbatical leaves granted shall be subject to budget limitations and guidelines established by the College's Board of Trustees.
- B. Non-teaching professional personnel become eligible for sabbatical leave after the completion of six (6) years of service at the College. Application for a sabbatical leave may be filed during the sixth (6<sup>th</sup>) or subsequent year of employment, to be effective for the seventh (7<sup>th</sup>) or subsequent year of employment. At the option of the employee, the sabbatical leave request may be for one (1) or two (2) academic semesters at full salary. Alternative leave durations not exceeding two (2) academic semesters and alternative compensation patterns not exceeding full salary, may be proposed by an employee requesting a sabbatical where the purposes and objectives of the sabbatical are not consistent with the traditional duration of an academic semester (16 weeks). The salary so paid shall not be reduced by any grant or fellowship received by the employee.
- C. Sabbatical leave recipients and the terms of their remuneration shall be determined by the Board of Trustees. Applications for leave must be made in writing to the President of the College with a copy to the employee's immediate supervisor and to the Sabbatical Leave Committee by January 31 of the year preceding the academic year in which the leave is to be taken. As part of the application for sabbatical leave employees shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the courses to be pursued and their relationship to the applicant's professional position. Application for leaves for professional or educational experience must state the specific education objective and the direct relationship to the applicant's field of endeavor. Applications should be endorsed by the employee's immediate supervisor with the recommendations and reasons therefore at the time the application is submitted. Any member of the non-teaching professional staff on sabbatical leave remains an

employee of the College and his/her salary will be subject to the normal deductions for Social Security, income tax, health insurance and other deductions. Upon return from sabbatical leave, the employee will be restored to the position held prior to the sabbatical leave or to a compatible position, one equal to that had he/she been in regular attendance at the College during the period of the sabbatical leave.

- D. There shall exist a Sabbatical Leave Committee composed of five (5) employees of the College appointed by the President of the College, two (2) of whom shall be bargaining unit members. The Committee shall review each application; rate each as to merit; list the same in priority order and forward its recommendations to the Office of the President of the College. An applicant may not be a member of the Committee.
- E. Following a sabbatical leave, an employee is expected to return and complete full-time service to the College in the ratio of twice the actual time granted on a fully paid sabbatical. For example, a one-semester fully paid sabbatical shall require a return service commitment of thirty-two (32) weeks; a ten (10) week, one-half (1/2) paid sabbatical, shall require a return service commitment of ten (10) weeks. The College may require as a condition precedent to the granting of a sabbatical leave the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

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

### **Unpaid Leave**

- A. A leave of absence of up to one (1) year may be granted upon application provided such application is made one (1) semester in advance of the date the leave is scheduled to begin and that such leave is concurrent with the College's academic year or, in the case of child care leave, five (5) months in advance of the date the leave is scheduled to begin. Applications made in variance with this policy will be granted at the discretion of the College.
- B. Leaves covered by this policy include those directly related to professional development, such as advanced study, exchange teaching or other employment; those which allow for a term in a professional or political office; and those for child care. Employees granted unpaid leaves of absence as defined by this policy statement will, upon return to active employment status, receive a salary equal to that which they would have received had they worked at the College during such period.

### **Accrual Statement**

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

### **Bereavement Leave**

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

## ARTICLE XX – INSURANCE

### A. Health Insurance Coverage

1. As of the date of this Agreement, the College makes available as primary plans to all full-time bargaining unit members and their eligible dependents group indemnity, Blue Shield NENY and Capital District Physicians Health Plan. 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.

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

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

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

3. In the event of a change of health insurance carriers or the election by the College to self-insure any one or more of the coverages provided, such change shall be made only after thirty (30) calendar days notice to and subsequent consultation with the Association. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.
4. All participants in the Blue Shield NENY group indemnity plan shall be subject to a prescription co-pay of five dollars (\$5.00) for generic drugs and twenty dollars (\$20.00) for other than

generic drugs. The Major Medical deductible shall be One-Hundred Dollars (\$100) per individual and Three-Hundred Dollars (\$300) per family.

**B. College Contribution to Premium Cost of Health Insurance.**

1. The College shall contribute the dollar equivalent of one-hundred percent (100%) of the premium cost of individual health insurance coverage and seventy percent (70%) of the premium cost of the dependent health insurance coverage for all eligible employees who elect such coverage. In addition and, subject to change, in accord with Article XV(A), the cost of any premium increases in the dependency coverage of the health insurance program shall be borne equally by the College and the bargaining unit member. If, however, the College effects a savings in the total cost of the health insurance program covering bargaining unit members, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of this dependency coverage as described herein.
2. Employees employed as of and subsequent to 1 January 1986 shall contribute twenty-five percent (25%) toward the total premium cost of their health insurance (individual and dependent coverage) for the first three (3) years of their employment, following which the provisions of paragraph 1 above shall apply. Effective January 1, 2015 all employees will pay the portion of family premium as described in Paragraph 1 for the duration of employment.
3. Effective January 1, 2015 now current employees shall pay 5% of the full premium cost for individual health insurance. Effective January 1, 2016 such employees shall pay 10% of the full premium cost for individual health insurance coverage.
4. Employees hired after ratification date of the agreement shall pay 15% of the full premium cost for individual health insurance.

**C. Premium Contributions, Capital Community Health Plan**

Those employees who elect health insurance coverage as provided by the Community Blue Shield Health Plan will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

**D. Health Insurance Waiver**

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

**E. Long Term Disability**

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



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

## **ARTICLE XXI MISCELLANEOUS**

### **Validation of Attendance**

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

### **Annual Salary Agreement**

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

### **Salary Installments**

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

### **Professional Freedom**

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

### **Personnel Files**

- A. The employer shall maintain a personnel file for each bargaining unit member. Such file shall contain records pertinent to the bargaining unit member's employment with the Employer and shall be located in the Office of the Vice President for Administration or in such other location as the College shall determine, with notice to the Association.
- B. Bargaining unit members may review their personnel files in the presence of the Vice President for Administration, or his/her designee, upon two (2) day's advance notice and shall have the right to place in their file a response to anything contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, or by operation of law, that such material is invalid.

## **Interruption of College Operations**

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

## **Labor-Management Committee**

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

## **ARTICLE XXII ECONOMIC ADJUSTMENTS**

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

## **ARTICLE XXIII TUITION WAIVER**

For the term of this Agreement, the College shall provide a tuition waiver of \$2000 for all matriculated or non-matriculated children or spouses of bargaining unit members.

A bargaining unit member may apply for a tuition waiver on behalf of a child/children/spouse in Fall, Spring and Summer terms. The application period will open eight (8) weeks before a term and will end one (1) week before a term (the term will be defined by Banner). Waivers will be distributed on a first-come, first-served basis up to the \$2000 limit in each year. The required application for a tuition reimbursement and its submission and payment shall be in accord with the procedures developed by the Vice President for Finance.

## **ARTICLE XXIV GRIEVANCE PROCEDURE**

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

**ARTICLE XXV  
TERM**

This Agreement shall be effective 1 September 2013, and remain in full force and effect until 31 August 2017, and from year to year (1 September – 31 August) thereafter, unless either party shall notify the other, in writing, of a desire to modify, amend or terminate the same on or prior to 1 January 2017 or 1 January of any subsequent year. Unless stated to the contrary, all terms and conditions herein contained shall become effective 1 September 2013.

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

HUDSON VALLEY COMMUNITY COLLEGE:

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

COUNTY OF RENSSELAER:

By: \_\_\_\_\_  
County Executive

HUDSON VALLEY COMMUNITY COLLEGE:

By: \_\_\_\_\_  
Chairman of the Board of Trustees

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Chief Negotiator

APPROVED

\_\_\_\_\_  
Bureau of Budget

HUDSON VALLEY COMMUNITY COLLEGE  
NON-TEACHING PROFESSIONAL  
ASSOCIATION

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

**ADDENDUM A  
ECONOMIC ADJUSTMENTS**

**Salary Adjustment**

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

- 2014 One half percent (.5%)
- 2015 One and three quarter percent (1.75%)
- 2016 One and eighty-five one hundredths percent (1.85%)

**Longevity Compensation**

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

<b>Longevity</b>	09/01/13	09/01/14 (0.5%)	09/01/15 (1.75%)	09/01/16 (1.85%)
5 Years	\$242	\$244	\$249	\$254
10 Years	\$302	\$304	\$310	\$316
15 Years	\$362	\$364	\$371	\$378
20 Years	\$482	\$485	\$494	\$504
25 Years	\$604	\$608	\$619	\$631
30 Years	\$785	\$789	\$803	\$818
35 Years	\$1,060	\$1,066	\$1,085	\$1,106

**Merit Service Compensation**

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

<b>Merit</b>	09/01/13	09/01/14 (0.5%)	09/01/15 (1.75%)	09/01/16 (1.85%)
10 Years	\$302	\$304	\$310	\$316
15 Years	\$604	\$608	\$619	\$631
20 Years	\$904	\$909	\$925	\$943
25 Years	\$1,082	\$1,088	\$1,108	\$1,129
30 Years	\$1,623	\$1,632	\$1,661	\$1,692

In the event that an employee fails to qualify for Merit Service compensation at ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) years of service, such employee shall nevertheless be eligible therefore in subsequent years, between eligibility intervals, subject to the same pre-conditions.

## **ADDENDUM B GRIEVANCE PROCEDURE**

### **Definitions**

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

**Association** shall mean Hudson Valley Community College Non-Teaching Professional Association.

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

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

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

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

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

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

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

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

### **General Provisions**

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

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

### **Representation**

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

### **STAGES OF THE GRIEVANCE PROCEDURE**

#### **1. STAGE ONE – INFORMAL**

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

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

## **2. STAGE TWO – PRESIDENT OF THE COLLEGE**

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

## **3. STAGE THREE – BINDING ARBITRATION**

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

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

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

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

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

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



## **ADDENDUM C FUNCTION AREAS**

### **Physical Plant**

- A. Assistant Director of Institutional Services & Events (2)
- B. Assistant to the Director, Physical Plant
- C. Director of Institutional Services & Events
- D. Facilities Document & Record Manager
- E. Operations Assistant of Physical Plant

### **Finance**

- A. Assistant Bursar
- B. Assistant Director of Financial Aid (2)
- C. Assistant for Financial Analysis-Student Accounts
- D. Associate Director of Financial Aid
- E. Bursar
- F. Financial Aid Information Systems Manager
- G. Information Program Analyst
- H. Payroll Supervisor
- I. Technical Assistant, Financial Aid (4)

### **Computing**

- A. Computer Programmer Analyst  
Senior Computer Programmer Analyst
- B. Supervising Computer Programmer Analyst
- C. Coordinator of Computer Services
- D. Data and Voice Communications Technician
- E. Network Specialist
- F. Senior Telecommunications Specialist
- G. Microcomputer Technician (2)  
Senior Microcomputer Technician
- H. Microcomputer Supervisor
- I. Senior Network Specialist I
- J. Senior Network Specialist II
- K. Senior Network Technician
- L. Senior Systems & Network Specialist II (2)
- M. Senior Systems and Network Specialist I
- N. Systems and Network Specialist (3)
- O. Systems and Web Specialist
- P. Web Site Specialist

### **Academic Services**

- A. Advisement and Retention Specialist
- B. Advising Specialist [1 Teacher Preparation, 1 Criminal Justice, 3 INS/Liberal Arts, Business]
- C. Assistant Director, Community and Professional Education
- D. Assistant Director, Technical Support Services
- E. Associate for Academic Planning, Assessment, Research and Accreditation

- F. Broadcast TV Production Technician
- G. Director of Instructional Technology Services
- H. Coordinator, Collegiate Academic Support Services
- I. Coordinator, Office of Testing, Advisement and Academic Placement
- J. Coordinator, School of Technology Academic Advisement Center
- K. Coordinator, Workforce Development Institute
- L. Director of Community and Professional Education
- M. Director of Distance Learning
- N. Director of Technical Support Services
- O. Educational Engineering Support Specialist
- P. Enrollment/Retention Services Technician
- Q. Instructional Designer (2)
- R. Instructional Technology Support Specialist
- S. Instructional Technology Support Technician
- T. Retention Specialist
- U. Scheduling Officer
- V. Senior Instructional Designer
- W. Senior Media Specialist
- X. Supervisor of Multimedia and Video Production Services
- Y. Technical Assistant, Automotive
- Z. Technical Assistant, Continuing Education & Summer Sessions
- AA. Technical Assistant, Educational Outreach and Academic Services
- BB. Technical Assistant, High School Programs & Educational Outreach
- CC. Technical Assistant, Learning Resource Center
- DD. Technical Assistant, Office of Testing, Advisement and Academic Placement
- EE. Technical Assistant, Dental Hygiene

### **Enrollment Management & Student Development**

- A. Admissions Counselor (3)
- B. Technical Assistant, Admissions
- C. Assistant Director of Athletics
- D. Assistant Director of Admissions
- E. Assistant Director of Student Life
- F. Assistant Director, Center for Careers and Employment  
Director, Center for Careers and Employment
- G. Assistant Registrar
- H. Associate Director and Adaptive Technology Specialist
- I. Associate Director of Admissions (2)
- J. Associate Director, Counseling and Transfer
- K. Associate Registrar
- L. Athletic Trainer
- M. Coordinator of Health Services
- N. Coordinator of International Student Services
- O. Coordinator of Testing, Center for Access and Assistive Technology
- P. Director of Student Services Information Technology
- Q. Senior Counselor  
Counselor (3)
- R. Technical Assistant, Archiving, Registrar's Office

- S. Technical Assistant, Center for Careers and Employment
- T. Technical Assistant, Center for Access and Assistive Technology
- U. Technical Assistant, Registrar's Office (2)

**Communications and Marketing**

- A. Assistant Director of Graphic Design & Printing Services
- B. Assistant Director, Communications and Marketing  
Communications and Marketing Specialist
- C. Director of Graphic Design & Printing Services
- D. Electronic Communications Editor
- E. Photographic Specialist

**Administration**

- A. Assistant for Financial Analysis/Internal Auditor
- B. Environmental Health & Safety Specialist
- C. Technical Assistant, Planning and Research

**Institutional Advancement**

- A. Director of Advancement Operations
- B. Director of Annual Giving and Donor Relations
- C. Coordinator of Financial Operations and Database Management
- D. Coordinator of Special Events and Alumni Relations

## ADDENDUM D EMERGENCY CLOSING PROCEDURES

### Class Cancellation and College Closing Information

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

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

The following messages are common:

**Classes delayed until noon. The college is open.**

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

**Classes are cancelled. The college is open.**

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

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

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

**Classes are cancelled. The college is closed.**

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

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

### Where to Find Cancellation and Closing Information

#### College Home Page

[www.hvcc.edu](http://www.hvcc.edu)

#### E-mail

Sent to all students, faculty and staff

#### Phone Message

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

#### Social Media Sites

- [Facebook](#)
- [Twitter](#)

#### Local TV Stations

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

#### Local Radio Stations

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

ADDENDUM E  
HEALTH INSURANCE CALCULATIONS

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

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

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

70% of the 2013 Family Premium is

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

As an Example:

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

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

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

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

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

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

In 2014, the percent contribution by the employer will be 70.31% or \$1125.01/\$1600

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

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