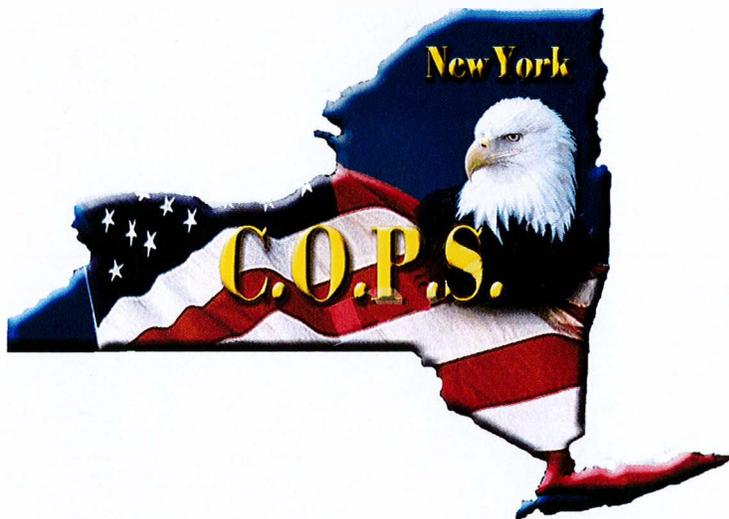


COLLECTIVE BARGAINING AGREEMENT

By and Between

**HUDSON VALLEY
COMMUNITY COLLEGE**
and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(Public Safety Officers)
September 1, 2020 - August 31, 2029**

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ARTICLE I
REQUIREMENTS OF LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE II
SAVINGS CLAUSE

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

ARTICLE III
MANAGEMENT RIGHTS

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

ARTICLE IV
PAST PRACTICES

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

ARTICLE V
NON-DISCRIMINATORY APPLICATION, AFFIRMATIVE ACTION

A. EQUAL APPLICATION

The provisions of this Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation or handicapping condition. The Union shall share equally with the College in the responsibility of implementing this provision of the Agreement.

B. AFFIRMATIVE ACTION AND TITLE IX

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

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

A. RECOGNITION AND RIGHTS OF THE UNION

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

B. DUES AND OTHER DEDUCTIONS

1. Pursuant to plans certified by the Union and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Union, the employer shall on a biweekly pay period basis deduct from the wages of the employee in the bargaining unit the regular Union membership dues and remit the same to the United Public Service Employees Union, 3555 Veterans Hwy, Suite H, Ronkonkoma, New York 11779 or such other location as the Union may designate. Dues deductions may only be canceled by instrument in writing and the employer shall promptly notify the Union of the receipt of any such revocation notices.

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

C. AGENCY SHOP

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

2. The College agrees that it will comply with all applicable statutes, case law, rules and regulations and the like concerning dues deductions and access to new unit members

including but not limited to the 2018 Supreme Court decision Janus v. AFSCME regarding agency shop fees.

3. Indemnification

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

ARTICLE VII

PART-TIME ACADEMIC YEAR/TEMPORARY EMPLOYEES

A. PART-TIME EMPLOYEES

1. Part-time employees covered by this agreement are those persons regularly scheduled to work less than forty (40) hours per week.

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

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

B. ACADEMIC- YEAR EMPLOYEES

1. Academic-year employees are full-time employees having ten-month work year obligations, exclusive of holidays, shall have a 214-work day obligation which, normally, will be discharged between the second Monday in August and the third Friday in June. Such employees will accrue annual leave and sick leave each pay period according to their regularly scheduled work week pursuant to Article X, Sections A and B hereof. Additionally, such employees, within their ten-month work year obligation with a normal work week of forty (40) hours shall be accorded twenty (20) hours of personal leave.

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

C. TEMPORARY OR CONTINGENT PERMANENT EMPLOYEES AND PROVISIONAL EMPLOYEES

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

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

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

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

ARTICLE VIII
WAGES

A. WAGE INCREASES

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

Effective September 1, 2020 the hourly rate for unit members employed on or before August 31, 2020 shall be increased by two percent (2%); effective September 1, 2021 the hourly rate for unit members employed on or before August 31, 2021 shall be increased by two percent (2%) effective September 1, 2022 the hourly rate for unit members employed on or before August 31, 2022 shall be increased by two percent (2%), and effective January 1, 2023 the hourly rate for unit members employed on or before December 31, 2022 shall be increased by fifty cents (\$.50); effective September 1, 2023 the hourly rate for unit members employed on or before August 31, 2023 shall be increased by seventy-five cents (\$.75); effective September 1, 2024 the hourly rate for unit members employed on or before August 31, 2024 shall be increased by one dollar (\$1.00); effective September 1, 2025 the hourly rate of unit members employed on or before August 31, 2025 shall be increased by one dollar (\$1.00); effective September 1, 2026 the hourly rate for unit members employed on or before August 31, 2026 shall be increased by on dollar (\$1.00); effective September 1, 2027 the hourly rate for unit members employed on or before August 31, 2027 shall be increased by seventy-five cents (\$.75); and effective September 1, 2028 the hourly rate for unit members employed on or before August 31, 2028 shall be increased by seventy-five cents (\$.75).

Bargaining unit members who resigned prior to October 12, 2021 will receive the pro-rata share based on hours worked. Bargaining unit members who retired or were terminated prior to October 12, 2021 are not entitled to any increase.

All unit members who worked between the dates of March 12, 2020 and July 1, 2020 shall receive an additional one-time stipend equal to one dollar (\$1.00) per hour for all hours actually worked between the above dates, which notwithstanding anything to the contrary herein shall not be added to base. Payment shall be made by separate check.

B. ENTRY LEVEL WAGES

Persons employed effective and subsequent to the effective date of this Agreement shall be compensated at no less than the minimum hourly wage rate for their position classification as set forth in Addendum III hereto. Entry level hourly rates for bargaining unit titles for twelve month and ten-month employees shall be increased by two percent (2%) effective September 1, 2017, two percent (2%) effective September 1, 2018, two percent (2%) effective September 1, 2019, two percent (2%) effective September 1, 2020, two percent (2%) effective September 1, 2021, two percent (2%) effective September 1, 2022, fifty cents (\$.50) effective January 1, 2023, seventy-five cents (\$.75) effective September 1, 2023, one dollar (\$1.00) effective September 1, 2024, one dollar (\$1.00) effective September 1, 2025, one dollar (\$1.00) effective September 1, 2026, seventy-five cents (\$.75) effective September 1, 2027 and seventy-five cents (\$.75) effective September 1, 2028.

C. SHIFT DIFFERENTIAL

1. Any employees working the 3pm-11pm shift or the 11pm-7am shift shall be paid, in addition to their basic hourly wages, shift differentials as follows effective September 1, 2013:

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

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

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

3. Any employees shall be compensated shift differential (3pm-11pm, 11pm-7am, or 7am-3pm) during vacation periods and summer days.

D. SENIORITY

1. Seniority is the right accruing to employees covered by this Agreement which entitles them to the preference provided by this Section D.

2. Computation of Seniority
 - a) College seniority shall be determined by continuous service with the College from the date of original employment in a bargaining unit position without regard to full-time or part-time status and is used to govern benefit eligibility and leave accrual rates.
 - b) Bargaining unit seniority shall not include periods of non-unit employment. For the purposes of bidding on shift and overtime preference would be accorded to the most senior who achieved permanent status in any title within the unit. Lowest preference is accorded to the least senior person never to have achieved permanent status in any title within the unit.
 - c) For purposes of computation of College or Unit seniority, periods during which an employee is on an authorized unpaid leave of absence or a period of layoff, for periods of less than one year, shall not be considered an interruption in continuous service. Unless otherwise required by law, while on unpaid leave or layoff an employee will not accrue additional seniority. Notwithstanding the above, part time employees working twenty (20) hours per week in a department or unit where full-time employees work forty (40) hours per week will neither accrue nor have seniority rights. For part-timers working less than twenty (20) hours per week their original employment date with the college rather than their accretion date to the bargaining unit will be considered their employment date.
3. A seniority roster will be given to the Union representative by January 30th of each year. The roster shall list all full-time and part-time employees in the bargaining unit by College and title seniority. Within thirty (30) days of the receipt of the roster the Union will notify the Employer of the alleged discrepancies in the roster. The parties will meet to resolve all discrepancies.
4. The parties agree to create a committee consisting of three members appointed by each party to create the initial seniority lists contemplated by this section. Once completed, the list will be distributed to the unit. Any employee who disagrees with their seniority placement will have thirty (30) days to protest their placement by submitting any documents or other proof to dispute the preliminary seniority placement. The committee will then decide all disputes and publish a final seniority list. In the event of a dispute that the committee cannot resolve, the Vice President for Administration will be the final decision maker. This section is not subject to the grievance procedure.
5. Pre-planned overtime shall be defined as overtime assignments generated by a special event or a need to fill an existing slot where the College is aware of the need forty-eight (48) hours in advance.
 - a) When a pre-planned overtime opportunity is identified, the College will state in writing the qualifications needed for the slot and the date and expected duration of the opportunity. This will include specifically whether the position requirements are for qualification as a

Peace Officer, Campus Security Officer, or Guard. The College will determine in advance whether to break the pre-planned overtime opportunity into separate segments, e.g. dividing an eight (8) hour opportunity into two or more slots of less than eight (8) hours

- b) Bargaining-unit seniority in descending order will be used for canvassing of pre-planned overtime.
- c) All qualified and eligible Public Safety personnel will be canvassed in order for available pre-planned overtime opportunities. Canvassing will occur when a member is on duty unless there is an operational need to fill the opportunity immediately.
- d) If all or a portion of an employee's regular assignment falls within the period of the expected overtime opportunity, they are not eligible for the overtime opportunity.
- e) Absent an emergency, no employee will be eligible to work overtime unless there is a period of at least eight (8) consecutive hours of non-duty time in a twenty-four (24) hour period.
- f) The order of canvassing will be as follows:
 - 1) The first canvass will start at the eligible person highest on the seniority list who is qualified for the position who has not worked or been offered a shift to work pre-planned overtime. Once an eligible person on the list has worked or been offered to work pre-planned overtime, the canvass will move to the next person in order. The next canvass and each canvass thereafter will begin with the eligible person highest on the seniority list who is qualified for the position who has not worked or been offered a shift to work. This will be repeated each canvass until the list is exhausted, at which point the process will be repeated.
 - 2) If a qualified and eligible employee is canvassed for and declines an overtime opportunity, it will be treated as time worked for the purpose of advancing down the canvass list.
 - 3) All pre-planned overtime either worked or declined will be included for the purpose of determining the order of canvass.
 - 4) During a period of approved leave (e.g. Annual Leave, Sick Leave, Bereavement Leave, Military Leave) an employee may decline without the time being treated as time worked for calculating eligibility for the next preplanned overtime opportunity.
- g) The parties agree to meet and negotiate any revisions in this Agreement upon request.
- h) This Agreement will not govern mandatory overtime where employees are held over to complete assignments or employees are recalled for mandatory training or meetings.

- i) In those events where no eligible and qualified employee has accepted a slot or there are insufficient qualified employees to fill the positions required for the special event, the College may allow outside agencies to provide coverage. In such event, the filling of an assignment with an outside agency employee shall not be considered a waiver of the Union's right to exclusivity for bargaining unit work.
- j) Nothing in this Agreement will be deemed to prevent the College from asking a local police agency to respond to an emergency or otherwise provide law enforcement services and support at the College.
- k) If no officer voluntarily wishes to accept an overtime shift, the employer shall have the right to assign the overtime work to the least senior officer in rotation.

E. PROMOTIONAL APPOINTMENTS

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

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

F. DEMOTIONS

1. Demotion Within Appointment Classification (Salary Reduction)

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

2. Demotion to Lower Appointment Classification

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

3. Reclassification

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

G. RETURN TO FORMER POSITION

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

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

When an employee applies for and is appointed to a bargaining unit position having a lower entry level hourly wage than that of the position held by the employee prior to such appointment, the hourly wage of said employee, upon such appointment, shall be determined by subtracting the difference between the entry-level hourly wage of the two positions from the hourly wage being paid to the employee immediately prior to the effective date of said appointment.

I. OVERTIME

1. Overtime at the rate of time and one-half (1½) the employee's existing rate of pay will be paid for authorized work in excess of forty (40) hours per week for employees regularly scheduled to work forty (40) hours per week; and in excess of forty (40) hours for all other employees. For the purpose of determining overtime after forty (40) hours any form of authorized compensated leave shall count as time worked. The overtime rate shall include longevity, stipends and shift differential.

2. In lieu of overtime compensation as described in paragraph 1 of this section, employees may take compensatory time at the rate of time and one-half (1½) for overtime worked. Employees wishing to take compensatory time shall so indicate on the appropriate form provided by the employer and will submit said form for the pay period in which the overtime was worked. The employee shall take such time as may be mutually agreed upon with their supervisor. The use of compensatory time or pay for overtime shall be at the discretion of the employee. Compensatory time will be taken in increments of at least 30 minutes. Employees with accumulations of less than 30 minutes will be paid the value of the accumulation by the second payroll period in June each year.

3. Employees will continue to designate in advance whether they want to receive the overtime for the specific event all in cash compensation or whether it will all be added to their accumulated compensatory time. Employees may not allocate portions to both for any one overtime event.

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

employee to exceed two-hundred forty (240) hours, the posted compensatory time will be brought up to two-hundred forty (240) hours and the employee will be paid all time in excess of two hundred forty (240) hours in overtime pay.

5. On a bi-monthly basis on or about the pay date immediately following January 1, March 1, May 1, July 1, September 1 and November 1, employees will have the right to receive all or a portion of their accumulated compensatory time in a cash payment. Said payment will be made in a check separate and distinct from the regular payroll check. 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.

J. JOB OPENINGS

1. Except in emergency situations, all positions shall be posted for five (5) working days prior to being filled, and may be internal or external at the discretion of the College. Posting shall include the title, hours of work and qualifications required.

2. A copy of all postings shall be sent to the Union President at the time of the vacancy being posted. Placement on the College website will constitute appropriate notice to the Union.

3. The College shall make every effort to have postings displayed at all time clocks. The official listing of posting locations on campus is maintained in the Office of Human Resources.

**ARTICLE IX
WORK DAY, WORK WEEK**

A. NORMAL WORK SCHEDULES

1. The normal work day and work week for full-time bargaining unit members shall be eight (8) hours per day and a work week of forty (40) hours. An eight (8) hour shift includes a thirty (30) minute lunch break restricted to the general campus within communications distance of the Public Safety Office and available for emergencies.

2. The full-time Public Safety weekend assignment shall be three (3) work days of eight (8) hours, sixteen (16) hours and sixteen (16) hours.

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

B. SUMMER HOURS

1. 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. Employees shall be granted twenty-four (24) hours off during said ten (10) week period.

Subject to approval of the immediate supervisor, summer hours requested by the first Monday in April may be approved for use from the beginning of the summer hours' period through November 30. Requests submitted by the first Monday in April shall be approved based on College seniority where more than one employee requests the use of the same such summer hours. Requests submitted after the first Monday in April will be on a first-come, first serve basis subject to supervisory approval.

2. In addition, during the summer hour periods of

May 20, 2024 through July 26, 2024;
May 19, 2025 through July 25, 2025;
May 18, 2026 through July 24, 2026
May 24, 2027 through July 31, 2027
May 22, 2028 through July 28, 2028
May 21, 2029 through July 27, 2029

The college will grant ten (10) days as summer floating holidays to UPSEU benefitted employees for each academic year.

These ten (10) summer floating holidays defined above may be taken as a whole day increments only and shall be scheduled by mutual agreement between the employee and their supervisor.

However, each year, for five (5) of the weeks in which summer hours occur, benefitted unit members will be required to use one floating holiday (8 hours) each week to create a thirty-two (32) hour work week obligation.

Each year, all of the summer floating holidays must be used by November 30 and may not be carried over or otherwise converted.

The additional summer hours provided in this section [Article IX.B.2] will not continue beyond July 27, 2029.

C. OUT-OF-TITLE WORK

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

1. The assignments shall be in writing.
2. If an employee is temporarily assigned to a position having a lower entry level wage rate than that of the position to which the employee is permanently assigned, no reduction in pay shall be affected.
3. If a fully qualified employee is temporarily assigned to a position having a higher entry level wage rate than the position to which the employee is permanently assigned, the

affected employee shall be paid at (1) the entry level wage rate for the position to which assigned; or (2) shall receive a wage rate increase equal to the difference between the minimum wage rate of the employee's permanent position and the minimum wage rate of the position to which the employee is temporarily assigned, whichever shall be greater. To qualify for a salary adjustment, the temporarily assigned employee must be assigned to perform the duties of the position to which assigned for a period of five (5) consecutive working days or for ten (10) working days or more per fiscal year. Upon qualifying for a salary adjustment, the employee will be paid retroactively, at the higher rate of pay for all services rendered.

4. Any such out-of-title assignment beyond one (1) day shall require written approval of the vice president in charge of the area/work unit. In no event will the assigned employee be responsible for said approval.
5. Employees who are assigned to work out-of-title for a period as defined in paragraph C.3. above of more than five consecutive workdays will receive paid leave at the higher rate of their permanent position or out-of-title position.
6. Hours of work overlapping a shift with an established differential shall be compensated at that differential.

D. CHANGES IN WORK SCHEDULE

The employer will notify affected employees, in writing (with a copy of said notice sent to the Union representative), of any permanent changes in their work day or work week no less than ten (10) days in advance of the effective date of the scheduled change. The foregoing shall not be utilized for punitive purposes and shall respect seniority where two or more employees have the same title.

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

E. CALL-IN

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

forty (40) hours per week shall not be eligible for the benefits of Article IX E and Administrative Leave pursuant to Article X G.

F. REST PERIOD

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

**ARTICLE X
LEAVES**

A. ANNUAL LEAVE

1. Bargaining unit members will accrue Annual Leave as set forth in Addendum V hereto based on their anniversary date.
2. New employees may not take vacation during the first three (3) months of their employment.
3. Except as noted below, vacation leave may not be taken in advance of accrual.

EXCEPTION: When department limitations prevent employees from taking vacation during all or part of the month of August and, as a result (by application of the vacation accrual schedule set forth in Addendum V hereof) employees are prevented from taking ten (10) consecutive days of vacation to which they might otherwise be entitled during the month of August, the College will advance such employee up to one (1) day of vacation provided they: (a) are full-time employees; and (b) have nine (9) or more, but less than ten (10) days of vacation accrued.

4. Vacation leave shall be scheduled to avoid departmental interruptions. In the event two or more employees submit conflicting vacation requests, the employee or employees with the longest term of continuous full-time service with the employer will be accorded choice of vacation dates.
5. Vacation leave may be taken in no less than one (1) hour units.
6. Unless the College may require a lesser period, five (5) days advance notice, to the immediate supervisor in writing, shall be given by employees for the use of vacation accruals. The supervisor will respond to requests for leave as soon as practicable. If no notice to the contrary from the immediate supervisor is received by the employee within two (2) days prior to the vacation due date, the vacation is deemed to have been approved.
7. Upon request to the immediate supervisor submitted one (1) month in advance of the first vacation day, bargaining unit employees may obtain, in advance, salary to be paid during a vacation leave where such vacation exceeds two (2) full weeks.

8. Vacation accruals in excess of the forty-five (45) days maximum on the date of accrual computation (September 1) may, at the option of the employee, who has taken no less than two (2) weeks of vacation, place those hours in a vacation bank. Such individually credited vacation banks shall not exceed a maximum credit of fifty (50) days and payment to the employee will be made when the employee resigns, retires or otherwise terminates from their position with the College. Payment shall be at the employee's hourly rate of pay as of their last day of employment as a College employee. Vacation bank payouts will not include shift differential.

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

B. SICK LEAVE

1. Eligible employees shall accrue sick leave each pay period according to their regularly scheduled forty (40) hour work week at four hours and 21 minutes (4.35).

The maximum sick leave accruals for eligible employees shall be sixteen hundred (1600) hours computed based on the employee's regular forty (40) hour work week.

When an employee reaches sixteen hundred (1600) hours of accrued sick leave, a bank for the employee will be created to allow for an additional two hundred (200) hours of accrued sick leave. Such bank will be for the employee to use in cases of personal catastrophic illness or injury. At the time of retirement or resignation the amount remaining in the bank shall be forfeited by the employee.

2. An employee's return to work from sick leave may, at the employer's discretion, be subject to the prior approval of a College physician or the College's Director of Medical Services.
3. The employer may require such proof as may be considered satisfactory to justify the use of sick leave credits.
4. All medical records generated or reviewed pursuant to this Agreement will be processed, stored and reviewed consistent with the College's policies and procedures governing the disclosure of health information currently in effect for the College Health Service.
5. Under the following circumstances, an employee returning to work from medically-related absence must return through the College Health Service, present validation from their treating clinician of fitness to resume full duties, and receive clearance from the College Health Service to return prior to resuming duties:

- a) out of work for five (5) or more consecutive work days.

- b) any work-related illness or injury, regardless of duration of absence.
- c) any hospitalization or surgical procedure, regardless of duration of absence.

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

- 6. If an employee has been identified as an employee that has used sick leave at a rate greater than their contractual accumulation for a period of six (6) months without adequate justification, the College reserves the right to place the employee on a sick leave usage watch list for a period of three (3) months. In such an instance, the employee will be informed in writing that for the three (3) month period they will be required to provide proof from a medical provider of the need for sick leave usage prior to their return to duty from any sick leave usage event.
- 7. Nothing herein shall restrict the employer in the exercise of its obligation to control infectious disease.
- 8. Sick leave may be used in units of not less than one-half (1/2) hour.
- 9. Except in emergencies and in instances of long-term illness, employees who are absent due to illness or disability or illness or disability of a member of their immediate family (see Section B.6. of this Article for the definition of immediate family) shall, on a daily basis, notify their supervisor or their designee, or their department head within two (2) hours of the start of their work day. In the event of an emergency, such notice shall be provided as soon as practicable.
- 10. Absences necessitated by personal illness, disability, visits to a doctor or dentist and/or illness in the immediate family (as used herein, immediate family is defined to include spouse, child, foster/stepchildren, parent, grandparent, foster parents and blood relatives residing in the same household) may be charged to sick leave; however, the use of sick leave credits for absences necessitated by illness or disability in the immediate family shall be restricted to absences occasioned by the need of the employee's service at home, and shall (other than in exceptional circumstances) be limited to a total of fifteen (15) days in a calendar year.
- 11. Employees who, subsequent to the effective date of this Agreement, do not use sick leave or personal leave for any whole work day or portion of a work day for a period of 130 consecutive working days (six months) shall be accorded one (1) additional vacation day for each such period of non-absenteeism.

C. SICK LEAVE AT HALF-PAY

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

<u>Full Years of Employment</u>	<u>Maximum Half-Pay Benefits</u>
1	4 weeks
2	8 weeks
3	12 weeks
4	16 weeks
5	20 weeks
6	24 weeks
6½	26 weeks

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

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

D. PERSONAL LEAVE

1. Bargaining unit members shall be entitled to three (3) days of personal leave without loss of pay, to attend to matters of urgent personal business which cannot be deferred. Personal leave may also be utilized for purposes of religious holiday observance. Personal leave may not be used in conjunction with or to extend a holiday period or for part-time employment.

2. Personal leave is non-accruable and shall be credited in advance on a fiscal-year basis and shall be pro-rated for academic year employees and for persons employed by the employer subsequent to the start of the fiscal year (September 1).
3. Except in emergencies, the taking of personal leave must be approved in advance, in writing, by the employee's immediate supervisor. In the event of an emergency, the employee must notify their immediate supervisor during the course of that work day.
4. Personal leave may be used in units of not less than one-half (1/2) hour.
5. At the end of the fiscal year, August 31, personal leave which has not been used will be credited to sick leave despite the accrual limit stipulation in Section B of this Article.

E. UNION LEAVE

1. On an annual basis, the employer shall grant a total of fifteen (15) days of time off without loss of pay for utilization by the bargaining unit representative, and/or the four (4) designated work location representatives of the bargaining unit, as well as delegates to union conferences, conventions and/or delegate meetings. Such Union Leave may also be authorized for the designated individuals for the purpose of attending Union-sponsored workshops and local union meetings. Prior to the taking of Union Leave, the above designated individuals shall notify their immediate supervisor, in writing, with a copy to the Director of Human Resources. Such written notification must be provided at least five (5) days prior to the start of the scheduled events designated in this section (conferences or conventions, Union sponsored workshops, or local union meetings), and as soon as known for delegate meetings. Employees will be allowed to change shifts per the following: negotiations, arbitrations and formal grievances.

F. HOLIDAYS

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

Labor Day	Day Before New Year's Day
Wednesday before Thanksgiving	New Year's Day
Thanksgiving Day	Good Friday
Friday After Thanksgiving	Monday Following Easter Sunday
Day Before Christmas	Memorial Day
Christmas Day	Juneteenth
Day after Christmas	Independence Day

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

3. To qualify for the above holidays, employees:
 - a) Must have been in the employ of the employer no less than thirty (30) calendar days preceding the day of the holiday;
 - b) Excluding approved administrative leave, vacation leave, bereavement leave, compensatory time off, or verified sick leave (hospital receipt, doctor's statement), must have worked their regularly scheduled shift immediately preceding and immediately following the holiday.
4. Employees required to work on scheduled holidays will have their pay computed as follows:
 - a) Regular rate for normal work day;
 - b) One and one-half (1½) times their regular hourly rate for all hours worked on the scheduled holiday; two (2) times their regular hourly rate for all hours worked on Thanksgiving Day, Christmas Day and New Year's Day.
5. Employees not scheduled to work on the listed holidays (with the exception of the application of Section 5. above) shall have one (1) additional vacation day added to their annual vacation accrual for each holiday listed. Academic year employees described in Article VII, B.1. shall not be eligible for such additional vacation where a holiday falls during a period of non-assignment.

G. EMERGENCY CLOSINGS

As personnel designated by the President of the College as necessary for the continuance of College and Campus operations and therefore not eligible for administrative leave, full time twelve (12) and ten (10) month employees and part-time employees shall receive a stipend computed at \$0.36 per hour and shall not be added to base. Effective September 1, 2022 the stipend shall be \$.43 per hour and shall not be added to base. Effective September 1, 2027 the stipend shall be \$.50 per hour and shall not be added to base.

H. JURY AND COURT APPEARANCES

1. In the event the presence of an employee is required for jury duty or court appearance(s) as a witness (not as a party except when alleged to be an agent of the College) in response to a subpoena, such time may be taken by the employee without loss of pay or charge to any leave accrual.
2. The employer may request documentation to substantiate an employee's jury duty or court appearance(s).
3. To qualify for jury duty or court appearance pay, all pending instances of jury duty or court appearance(s) will be reported in advance to the Office of Human Resources immediately on receipt of notice thereof.

4. Active jury duty time shall be considered time worked, regardless of employee's regularly assigned hours.

I. BEREAVEMENT LEAVE

1. Eligible bargaining-unit employees will be granted up to four (4) consecutive work days without loss of pay for a death occurring in the employee's immediate family (spouse, child, grandchild, foster/stepchild, parent, grandparent, sibling, mother-in-law, father-in-law, or any blood relative residing in the employee's immediate household). The first day of such leave shall be the first work day immediately subsequent to the death of the family member.

2. In order for the payment of salary to be authorized, documentation validating the family member's death will be required and must be submitted along with the affected employee's timesheet covering the period in which the bereavement leave was taken.

J. FAMILY MEDICAL LEAVE ACT

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

K. LEAVE WITHOUT PAY

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

L. MILITARY LEAVE

1. In accordance with Section 243 of Military Law, the employer will grant military leave without loss of pay to full-time eligible employees who, as members of Military Reserve or National Guard units, perform an ordered military tour of duty, to a maximum of thirty (30) days in any fiscal year.

2. Notice of an ordered military tour of duty will be reported to the employee's immediate supervisor and a copy of the orders for such duty will be sent to the Director of Human Resources to authorize payroll disbursement for the period of military leave. Verification of orders may be required.

M. PART-TIME EMPLOYEES

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

ARTICLE XI
VOLUNTARY TERMINATION RETIREMENT, AND/OR DISMISSAL

A. VOLUNTARY TERMINATION (RESIGNATION)

1. Bargaining unit employees desirous of terminating their employment with the College may do so by submitting written notification thereof to the Director of Human Resources, with a copy to their immediate supervisor, at least ten (10) working days prior to the effective date of their termination.

2. Upon timely submission of required College termination documents, e.g. notice, checklist, final timesheet, employees shall receive payment of all terminal benefits at the end of the next full pay period following termination.

3. An employee absent from work without authorized leave for ten (10) consecutive work days shall be deemed to have resigned in accord with Section A.1. of this Article.

B. RETIREMENT

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

- a) A bargaining unit member eligible to and who does retire under their retirement program shall have the irrevocable option of applying the dollar value of their accumulated sick leave credited to an account for the purpose of paying their full premium cost of the College health insurance plan following retirement. To be eligible for this benefit, the retiring bargaining unit member must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.
- b) In the event that a bargaining unit member who has exercised the option available under this section dies prior to exhausting the dollar equivalent of their sick leave accruals, the bargaining unit member's dependents theretofore covered (spouse and/or eligible children), if any, shall so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.
- c) At the time of retirement; the retiree may, at their further irrevocable option, have deducted from the dollar value of their accumulated sick leave, a sum up to twenty percent (20%) of the dollar value of their accumulated sick leave and be paid the same; the balance as

heretofore outlined constituting an account to cover payment of the retiree's health insurance premium.

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

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

C. DISMISSAL

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

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

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

4. Tenured employees as defined by Article XIII C shall be disciplined pursuant to Section 75 of the Civil Service Law. In the event the College seeks termination of a tenured employee as defined by Article XIII C, the employee has the option of waiving their right to a Civil Service Law Section 75 hearing and instead have the matter decided by an arbitrator pursuant to the grievance procedure. To exercise this right, the employee must notify the College of their intent to do so within eight days after being furnished a copy of the charges preferred against them. Should the employee fail to do so, they shall be deemed to have irrevocably forfeited their right to opt out of Section 75 and the matter shall continue in accordance with Civil Service Law Section 75. If such employee timely opts out of Section 75, said employee waives their right to continued payment during the period of suspension. In that case, the arbitrator will have the power to decide the appropriate penalty based on the proof at the hearing. The decision of the arbitrator shall be final and binding on the parties.

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

ARTICLE XII
EVALUATION

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

ARTICLE XIII
PROBATION, TENURE, LAY-OFF AND RECALL

A. PROBATIONARY PERIOD

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

B. TERMINATION AT THE CONCLUSION OF INITIAL PROBATIONARY PERIOD

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

C. TENURE

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

D. LAY-OFF AND RECALL

1. In the event of lay-off or the abolition of positions in the non-competitive and/or labor classifications, determinations as to which bargaining unit members shall be affected by such action shall be predicated solely on seniority, based on length of service with the College from the most recent date of hire.

2. In the event of lay-off or the abolition of competitive class positions, determinations as to which bargaining unit employees shall be affected by such termination shall be made pursuant to Rule XXVI of the Rensselaer County Civil Service Commission.

3. Employees who have completed the probationary period and who, therefore, hold permanent appointments affected by lay-off shall, for a period of four (4) years from the effective date of layoff, be subject to recall based on the inverse order of appointment.

4. Any employee who at the time of or during questioning by the Director of Human Resources appears to be a potential subject of disciplinary action shall have the right to representation by his or her certified or recognized employee organization and shall be so notified by the Director of Human Resources. If representation is requested, a reasonable period of time shall be afforded to obtain such representation. If the employee is unable to obtain representation within a reasonable time, the Director of Human Resources has the right to then question the employee.

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

ARTICLE XIV **INSURANCE**

A. HEALTH CARE COVERAGE

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

In the event that the College adopts or changes the primary plans or self-insures the plans described in this paragraph will be used to determine congruency. In the event of a dispute, the parties agree that the following three (3) arbitrators are each acceptable to serve as the arbitrator: Jeff Selchick, Jay Siegal and Timothy Taylor. In the event of a dispute, the parties will contact the arbitrator on ten (10) days' notice.

2. The College may provide alternatives to the two primary health plans identified above. It is understood that these are alternatives to primary plans and enrollment replaces coverage under a primary plan. It is also understood that such alternatives are offered at the discretion of the

College and such alternatives are not subject to any criterion of congruency with primary plans. With respect to the alternative plans, the College reserves the right to self-insure or to provide as many or as few plans as it deems appropriate with no restriction on included benefit or coverage levels.

B. LONG-TERM DISABILITY

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

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

C. DENTAL INSURANCE

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

D. COST OF INSURANCE

1. As of January 1, 2015 the employer shall contribute an amount equal to eighty-five percent (85%) of the premium cost of individual health insurance coverage and an amount equal to the amount paid by the employer for the premium cost of dependent health insurance coverage. The total amount of employer contribution shall be adjusted from time to time pursuant to Section E hereof.

2. The College shall continue to pay 100% of the cost of the long-term disability coverage.

E. PREMIUM INCREASES IN DEPENDENT COVERAGE

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

F. PREMIUM CONTRIBUTIONS

1. Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the Employer's Health Insurance Program and may provide for their own health insurance. The employer will place \$50 in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect to resume coverage the first of the month following a qualifying event.

2. In the event that the College reaches an agreement with any other bargaining unit to provide a higher monetary value for the health insurance waiver, the College agrees to reopen this agreement in the third year upon thirty days' written notice from the Union to negotiate that limited issue.

G. HEALTH INSURANCE PROGRAM

The employee and their family will be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded or applied to COBRA coverage where a qualifying condition exists, at the employee's discretion.

H. EXTENT OF COVERAGE

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

I. NOTICE

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

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

A. COPIES OF AGREEMENT

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

B. BARGAINING UNIT PAYROLL

Upon request a copy of the bargaining unit payroll shall be made available to the Union representative.

C. LABOR/MANAGEMENT MEETINGS

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

D. EMPLOYEE PERSONNEL FILES

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

2. Bargaining unit members may review their personnel files in the presence of the Director of Human Resources, or designee, upon two (2) days advance notice and shall have the right to place in their file a response of reasonable length to anything contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, through the grievance procedures herein contained, or by operation of law, that such material is invalid. Derogatory material shall be removed from an employee's file one (1) year from the date of placement therein.

E. TUITION WAIVER

1. Credit Courses

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

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

supervisor reject a desired hour based on office/service needs, such rejection shall not be subject to the grievance procedure.

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

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

Tuition waivers are available to part-time employees on a pro rata basis rounded to the nearest whole credit hour. For example, an employee regularly scheduled for ten (10) hours per week would be eligible for a waiver of two credit hours ($10/37.5 = .2667 * 8 = 2.133$).

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

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

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

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

F. **WORKER'S COMPENSATION**

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

G. ATTENDANCE AT COLLEGE-SPONSORED EVENTS

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

H. VOLUNTEER FIREMAN/RESCUE MEMBERS

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

**ARTICLE XVI
AMENDMENTS AND MODIFICATIONS OF AGREEMENT**

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

**ARTICLE XVII
GRIEVANCE PROCEDURE**

A. PROCEDURE

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

B. WORK LOCATION REPRESENTATIVES

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

Union President or their designee when their attendance is required at grievances, arbitration or PERB hearings.

ARTICLE XVIII
TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2020 through and including the close of business on August 31, 2029, and thereafter from year to year unless either party gives notice, in writing, to the other party on or before February 1, 2029 or February 1 of any subsequent year of its desire to terminate or modify the provisions of this Agreement.

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

HUDSON VALLEY COMMUNITY
COLLEGE

UNITED PUBLIC SERVICE EMPLOYEES UNION

By: _____
President of Hudson Valley Community College

By: _____
President

HUDSON VALLEY COMMUNITY
COLLEGE BOARD OF TRUSTEES

By: _____
Chairman of the
Board of Trustees

By: _____
Executive Vice President/Regional Director

COUNTY OF RENSSELAER

By: _____
County Executive

By: _____
Paul Iachetta, Labor Relations
Representative/COPS Division Coordinator

APPROVED AS TO FORM

United Public Service Employees Union
Negotiating Team

By: _____

By: _____

ADDENDUM I
SALARY WAGE RATE AND LONGEVITY INCREASES

Salary Increases:

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

- Effective September 1, 2020 the hourly rate of each full-time unit member who is on the payroll on or before 08/31/20 (pro rata as to part-time unit members) shall be increased by two percent (2%).
- Effective September 1, 2021 the hourly rate of each full-time unit member who is on the payroll on or before 08/31/21 (pro rata as to part-time unit members) shall be increased by two percent (2%).
- Effective September 1, 2022 the hourly rate of each full-time unit member who is on the payroll on or before 08/31/22 (pro rata as to part-time unit members) shall be increased by two percent (2%).
- Effective January 1, 2023, the hourly rate of each full-time unit member who is on the payroll on or before 12/31/22 (pro rata as to part-time unit members) shall be increased by fifty cents (\$.50)
- Effective September 1, 2023 the hourly rate of each full-time unit member who is on the payroll on or before 08/31/23 (pro-rata as to part-time unit members) shall be increased by seventy-five cents (\$.75).
- Effective September 1, 2024 the hourly rate of each full-time unit member who is on payroll on or before 08/31/24 (pro-rata as to part-time unit members) shall be increased by one dollar (\$1.00).
- Effective September 1, 2025 the hourly rate of each full-time unit member who is on payroll on or before 08/31/25 (pro-rata as to part-time unit members) shall be increased by one dollar (\$1.00).
- Effective September 1, 2026 the hourly rate of each full-time unit member who is on payroll on or before 08/31/26 (pro rata as to part-time unit members) shall be increased by one dollar (\$1.00).
- Effective September 1, 2027 the hourly rate of each full-time unit member who is on payroll on or before 08/31/27 (pro rata as to part-time unit members) shall be increased by seventy-five cents (\$.75).
- Effective September 1, 2028 the hourly rate of each full-time unit member who is on payroll on or before 08/31/28 (pro rata as to part-time unit members) shall be increased by seventy-five cents (\$.75).

Wage Rate Increases:

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

Longevity Increments for		Effective 9/1/24
After two (2) years		.10
After five (5) years	.1726	.20
After seven (7) years		.25
After ten (10) years	.2586	.30
After fifteen (15) years	.3447	.40
After twenty (20) years	.4021	.50
After twenty-five (25) years	.4596	.75
After thirty (30) years	.5170	1.00

ADDENDUM II
Bargaining Unit Titles and Entry Level Salaries/Wages

	<u>09/01/2020</u>	<u>09/01/2021</u>	<u>09/01/2022</u>	<u>01/01/2023</u>	<u>09/01/2023</u>	<u>09/01/2024</u>	<u>09/01/2025</u>	<u>09/01/2026</u>	<u>09/01/2027</u>	<u>09/01/2028</u>
<i>Campus Security Officer</i>	18.2733	18.6388	19.0116	19.5116	20.2616	21.2616	22.2616	23.2616	24.0116	24.7616
<i>Campus Peace Officer</i>	23.1232	23.5857	24.0575	24.5575	25.3075	26.3075	27.3075	28.3075	29.0575	29.8075
<i>Campus Peace Officer Trainee</i>	20.6984	21.1124	21.5347	22.0347	22.7847	23.7847	24.7847	25.7847	26.5347	27.2847
<i>Campus Security and Access Officer</i>	18.5280	18.8986	19.2766	19.7766	20.5266	21.5266	22.5266	23.5266	24.2766	25.0266
<i>Parking Lot Attendant</i>	13.9014	14.1795	14.4631	14.9631	15.7131	16.7131	17.7131	18.7131	19.4631	20.2131
<i>Public Safety Dispatcher</i>	14.0444	14.3253	14.6119	15.1119	15.8619	16.8619	17.8619	18.8619	19.6119	20.3619
<i>Public Safety Shift Supervisor</i>	25.3677	25.8751	26.3927	26.8927	27.6427	28.6427	29.6427	30.6427	31.3927	32.1427
<i>Security Guard</i>	14.9393	15.2381	15.5429	16.0429	16.7929	17.7929	18.7929	19.7929	20.5429	21.2929

ADDENDUM III
ANNUAL LEAVE [VACATION] ACCRUALS EXPRESSED IN HOURS & DAYS

Full Year(s) of Employ	Per Pay Period	Annual Accrual	
		Hours	Days
1	3.70	96	12
2	3.70	96	12
3	4.00	104	13
4	4.35	112	14
5	4.65	120	15
6	5.25	136	17
7	5.55	144	18
8	5.85	152	19
9	6.50	168	21
10	6.80	176	22
11	7.40	192	24
12 or More	7.70	200	25

1. Part-time employees regularly scheduled to work twenty (20) or more hours in departments where full-time employees have a forty (40) hour work week shall receive the pro rata share of annual (vacation) leave accruals set forth in the chart.

2. No annual leave may be taken during the first three (3) months of employment. Except as noted in Article X, Section A-4, in order for a first-year employee to take ten (10) uninterrupted days of vacation, such leave would have to be taken, if approved, during the fifty-first (51st) and fifty-second (52nd) weeks of employment.

ADDENDUM IV
EMERGENCY CLOSING PROCEDURES

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

1. **CLASSES ARE CANCELLED** – this means that students and faculty should not report to the campus. **ALL OTHER EMPLOYEES ARE EXPECTED TO REPORT TO WORK.**

2. **COLLEGE IS CLOSED** – **ALL EMPLOYEES ARE EXCUSED FROM WORK EXCEPT** Campus Security Officers, Full-Time Security Guards and those personnel designated by the President of the College or designee to maintain or restore College operations.

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

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

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

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

If “classes are cancelled” and an employee chooses not to report for work, or to leave work prior to the end of their normal work day, time missed in such circumstances will be charged to personal or annual leave.

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

ADDENDUM V
GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLE

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

SUBJECT MATTER

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

DEFINITIONS

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

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

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

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

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

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

“Days” -- shall mean the work days.

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

GENERAL PROVISIONS

1. Time limits for presentation and resolution of grievances may be extended only by mutual agreement of the parties.
2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the representative of the aggrieved and the Union within the specified time limits shall

permit the lodging of an appeal to the next stage of the procedure within five (5) days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.

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

REPRESENTATION

1. Representation at any step in the procedure shall be limited to the aggrieved in their own behalf; the Union or the work location representative designated by the aggrieved. The Union shall be entitled to be present at all stages of the grievance and arbitration procedures.

2. The Union shall further provide the name of the individual to whom a record of all decisions is to be forwarded.

3. The employer shall give reasonable notice as to dates for hearings or meetings.

INFORMAL STAGE

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

STAGE 1:

1. A grievance must be presented to the immediate supervisor in writing within ten (10) days after the grievance occurs or becomes known. The written grievance must be accompanied by a proposed remedy.

2. The immediate supervisor shall discuss the grievance on an informal basis and take whatever investigative action they deem appropriate.

3. Within ten (10) days after the presentation of the grievance, the immediate supervisor shall deliver a written decision to the aggrieved and the Union.

STAGE 2:

1. If the aggrieved is not satisfied with the decision made by their immediate supervisor, they may, within ten (10) days thereafter, request a review and determination of the grievance by the Vice President for Administration. Such request must be in writing, contain a statement as to the specific nature of the grievance and the decision of the supervisor. Such request shall

be served upon both the Vice President for Administration and the immediate supervisor to whom the grievance was originally presented.

2. Within two (2) days after receipt of request for review, the Vice President of their designee shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.

3. If the grievance is not resolved as a result of the pre-hearing conference, the Vice President or their designee shall commence a hearing on the matter within ten (10) days of the date of the pre-hearing conference. A written decision on the grievance matter shall be rendered within ten (10) days after the conclusion of the hearing by the Vice President of their designee.

ARBITRATION:

1. If the Union is not satisfied with the decision at the conclusion of Stage 2, the Union may submit the matter to arbitration by written submission to the American Arbitration Association with a copy to the Vice President for Administration within fifteen (15) days of the receipt of the decision at Stage 2.

2. Intent to arbitrate shall be initiated by the aggrieved or the employer making written application to the American Arbitration Association for the appointment of an arbitrator and serving written notice of such application upon the other party. The Rules of the American Arbitration Association shall thereafter apply in the selection of an arbitrator and all matters relating to the conduct of a hearing.

3. All fees and expenses related to arbitration shall be borne by the losing party.

4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the contract in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of the contract.

5. The award of the arbitrator shall be final and binding.