

Name
[Title]
Salary: [Status]
Reports to (Title): [Manager]
Position Effective Date: [Publish Date]

MANAGEMENT CONFIDENTIAL EMPLOYMENT CONTRACT

BETWEEN

HUDSON VALLEY COMMUNITY COLLEGE

AND

Name

This **AGREEMENT**, made [Publish Date], by and between Hudson Valley Community College (hereinafter, the “College”) and **Name** hereinafter (Employee) (hereinafter, at times, collectively, the “Parties”) to serve in the position of [Title].

WITNESSETH

WHEREAS, the College has offered to employ **Name**, in the position of [Title] for the College;

WHEREAS **Name** has accepted said offer of employment;

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of **Name’s** employment by the College will provide a future basis for effective communication and understanding between the parties;

WHEREAS, the parties agree that this position is an At-Will position and that either the College or the Employee has the discretion to terminate employment at any time, for any reason or no reason;

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to **Name’s** employment by the College.

COVENANTS

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. OFFER OF EMPLOYMENT

The College has offered to employ **Name** to a Management Confidential “At-Will” position upon the terms and conditions set forth in this agreement to be effective [Publish Date]. The College and **Name** acknowledge this agreement once executed supersedes and replaces any previous agreements, written or oral.

College from time to time.

- C. As part of the professional freedom, the management confidential employee's personal life is not within the appropriate concern of the College, except in such instances where the same is detrimental to the College and/or the performance of their duties. When a management confidential employee speaks or writes as a citizen, they should be free from institutional censorship or discipline. Participation or non-participation of a management confidential employee in any lawful organization or group activity shall not in any way adversely affect their employment.
- D. As a person of learning and an educational employee, a management confidential staff member has a special position in the community which imposes special obligations and should remember that the public may judge the educational profession and the institution by public utterances. Hence, at all times, the employee should be accurate; should exercise appropriate restraint; should show respect for the opinion of others; and should make every effort to indicate that he/she is not an institutional spokesperson, when such is the case.
- E. As part of the responsibilities, the management confidential employee agrees to comply with and support the campus regulations for students, visitors and College personnel as set forth in the College Catalog as the same now exists and may hereafter be amended.

8. JOB DESCRIPTIONS

11. LONGEVITY COMPENSATION

- A. Employees who are regularly scheduled for twenty (20) or more hours of work per week with the following years of service at the College shall receive base salary longevity compensation or appropriate pro-ratio thereof as indicated:

5 Years	\$254
10 Years	\$316
15 Years	\$378
20 Years	\$504
25 Years	\$631
30 Years	\$818
35 Years	\$1106

- B. Longevity compensation shall be payable 1 September of the contract year following the completion of the above stated years of service. Longevity compensation shall be cumulative as employees continue in non-teaching professional service at the College.
- C. In the event the College provides a higher monetary value for longevity compensation for the Non-Teaching Professional Organization the employee covered under this Contract shall receive the same as the bargaining unit.

12. MERIT SERVICE COMPENSATION

- A. Employees who are regularly scheduled for twenty (20) or more hours of work per week with ten (10) years continuous service with the College whose two (2) immediately previous evaluations were at or beyond “Effective” which constitutes the supervisor’s (evaluator’s) recommendation of entitlement to Merit Service Compensation shall receive Merit Service Compensation of \$316 or appropriate pro-ratio thereof, added to base salary. Employees with fifteen (15) years continuous service, subject to the same preconditions, shall receive \$631, or appropriate pro-ratio thereof. Employees with twenty (20) years continuous service, subject to the same preconditions, shall receive \$943, or appropriate proration thereof. Employees with twenty-five (25) years continuous service, subject to the same preconditions, shall receive \$1129 or appropriate pro-ratio thereof. Employees with thirty (30) years of continuous service, subject to the same preconditions, shall receive \$1692 or appropriate pro-ratio thereof.
- B. In the event that an employee fails to qualify for Merit Service Compensation at ten (10), fifteen (15), twenty (20), or twenty-five (25) years of service, thirty (30) years of service, such employee shall nevertheless be eligible therefore in subsequent years, between eligibility intervals, subject to the same preconditions.
- C. In the event the College provides a higher monetary value for merit service compensation for the Non-Teaching Professional Organization the employee covered under this Contract shall receive the same as the bargaining unit.

13. WORK DAY/WORK WEEK

A. The normal working day is either 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., Monday

- B. Management confidential personnel are encouraged to use vacation time and shall be expected to take no less than two (2) weeks' vacation in the course of a fiscal year. It is a requirement to take at least two (2) weeks' vacation in order to bank excess vacation time.
- C. In addition, the employee at their discretion may withdraw all or a portion of the dollar value of their accrued vacation leave and or Vacation Bank at any time.
- D. Vacation leave is accrued on a pay period basis; however, such leave cannot be accrued in excess of forty (40) days with accrual computations being made annually on the first day of September. Vacation accruals in excess of the forty (40) day maximum on the date of accrual computation (September 1) shall be credited to a "Vacation Bank" for which payment to the employee will be made when the employee resigns their position with the College, retires or reverts to faculty status. In addition, at the option of the management confidential employee, vacation accruals in excess of the forty (40) days can be credited to sick leave accrual subject to the 260-day (1,950 hours) accrual maximum.
- E. Vacation should, however, be scheduled to minimize department/division interruptions and must be approved in writing, in advance, by the appropriate administrative supervisor. Vacation leave may not be taken in less than one (1) hour units and is limited to single day usage. Those employees holding student related positions should schedule vacations to coincide with academic rec

G. An employee who is eligible for a sick leave payout pursuant to section #25 C and who has less than two-hundred and sixty (260) sick leave days accrued, may increase the number of accrued days to two hundred and sixty (260) sick days at time of death, retirement or termination of employment if they satisfied the following terms and conditions:

1. The employee must have accrued two hundred and sixty (260) sick days at one time during their employment.
2. The employee must have been unable to accrue sick days because they had accrued the maximum of two hundred and sixty (260) sick days.
3. The employee who dies (or their spouse or estate representative), retires or terminates must provide the College with the notice and/or election as provided in #25 Retirement.

The number of days an employee may use to restore their accrued sick leave to two hundred and sixty (260) sick days is limited to the number of days that the employee was unable to accrue because they were at the maximum accrual number up to a maximum of thirty-five (35) days.

The employee may use said extra days only to replenish days for which they validly took sick leave.

In no event shall this provision be used to increase the number of accrued sick leave days beyond two hundred and sixty (260) days at time of death, retirement or termination of employment.

H. Management confidential employees shall annually receive a statement as to their sick leave accruals.

17. PERSONAL LEAVE

- A. Management confidential 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 this Contract. 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.
- C. When personal leave must be taken due to an emergency situation, employees shall report their absence or intended absence to their immediate supervisor or their designee at the first possible opportunity. Each instance of personal leave must be reported on the next attendance report.
- D. Personal leave may not be taken in units of less than one-half (1/2) hour.
- E. 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 without regard to the maximum allowed sick leave accrual limitations.

18. BEREAVEMENT LEAVE

Management confidential employees 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, step-parents, parent, grandparent, sibling, 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. Separate approval of the Vice President for Administration and Chief Financial Officer will be required in those cases where bereavement leave is not consecutive.

19. JURY DUTY

Management confidential employees scheduled for jury duty shall be released from employment

22. MATERNITY LEAVE

Unpaid leave of absence relating to child care or the period immediately preceding the disability arising out of a pregnancy and/or childbirth 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.

23. WORKER’S COMPENSATION LEAVE

When an employee is absent from their duties as a result of on-the-job injury covered by Worker’s Compensation, he/she will be paid at the level of their salary which would otherwise have been due but for said injury (less the amount of any Worker’s 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.

24. SABBATICAL LEAVE

- A. Sabbatical leaves of absence may be granted to management confidential employees upon application and the sole discretion of the President of the College.
- B. Management confidential employees 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 (6th) or subsequent year of employment, to be effective for the seventh (7th) or subsequent year of employment.
- C. Sabbatical leave recipients and the terms of their remuneration and length of sabbatical shall be determined by the College President. Applications for leave must be made in writing to the President of the College with a copy to the employee’s immediate supervisor 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

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- G. Within sixty (60) days of return from sabbatical leave, an employee shall make a detailed report to the President of the College covering their sabbatical activities and accomplishments.

25. RETIREMENT

- A. Requirements applicable to retirement shall be in accord with an employee's selected retirement system as well as applicable state statutes.
- B. Employees planning to retire should provide the College with as much advance notice as possible and recommends at least sixty (60) working days irrevocable advance notice is required unless mutually agreed to by both parties for a lesser notification period.
- C. The following describes the terminal and other benefits available to the employee leaving the employ of the College by reason of retirement.

1. Health Insurance Program

- a) An employee 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 insurance premiums during the retirement of said employee.
- b) Individual health insurance premiums shall be paid with fifty percent (50%) employee contribution through accrued sick leave benefit (account), or direct contribution and fifty percent (50%) will be paid by the College. In addition, the College will contribute a portion of the family health insurance premium for retirees with the annual increase in dependency coverage borne equally by the College and the retiree.
- 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 based upon years of service at retirement as follows:
 - 0–10 years – Sixty Percent (60%) with no amount added to an account to cover payment of the retiree's health insurance premiums.
 - 10–20 years – Fifty (50%) with no amount added to an account to cover payment of the retiree's health insurance premiums.
 - 21–30 years – Forty (40%) with the balance of the value of the sick leave added to an account to cover payment of the retiree's health insurance premiums.
 - Over 30 years – Thirty (30%) with the balance of the value of the sick leave added to an account to cover payment of the retiree's health insurance premiums.

irrevocable ninety day (90) notice of retirement. Failure to provide such notice shall defer such payment until one (1) year from date of retirement.

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30. TUITION WAIVER

- A. The College will provide tuition waivers to a management confidential staff member that has

- C. When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be communicated to all offices on campus.
- D. When the College is forced to close 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, time missed in such circumstances will be charged to personal or annual leave.

1) Agreed:

2) _____

Hudson Valley Community College
President Signature

Employee Signature

Date

Date

December 1, 2018

Rev: 7/2021