

AGREEMENT

TERM: September 1, 2020 through August 31, 2025

By and Between

the

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

and

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

as

CO-EMPLOYERS

and the

HUDSON VALLEY COMMUNITY COLLEGE NON-TEACHING
PROFESSIONAL ORGANIZATION

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ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

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

II
ARTICLE II
MANAGEMENT RIGHTS

ARTICLE

Except as limited by the specific AGRAGR

**ARTICLE VI
EMPLOYMENT TITLES**

A. Determination of Titles

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

B. New Titles

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

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Assistant Director of Communications and Marketing
Assistant Director of Financial Aid
Assistant Director of Graphic Design & Printing Services
Assistant Director of Institutional Planning and Research
Assistant Director of Institutional Services and Events
Assistant Director of Workforce Development
Assistant Director, Center for Careers & Employment
Assistant Director, Community & Professional Education
Assistant Director, Technical Support Services
Assistant for Financial Analysis
Assistant for Financial Analysis/Internal Auditor

ARTICLE IX
ORGANIZATION RIGHTS

- A. Subject to his/her responsibilities and obligations to the College, duly authorized representatives of the NTPO shall be permitted to transact official NTPO business on College property at reasonable times, provided there is no interference with instruction, administrative functions or College operations.
- B. The NTPO President may, with the prior approval of his/her immediate supervisor, take a reasonable amount of time (as determined by the Vice President for Administration) during the work day for NTPO business provided the same does not interfere with his/her or the professional responsibilities of others.
- C. The NTPO shall have the right to use College facilities for meetings with the prior approval of the appropriate College Administrator.
- D. The NTPO shall have the right to post notices of its activities and matters of NTPO concern on NTPO bulletin boards. The College will provide bulletin boards. The NTPO may use the intra-campus College mail service to distribute its communications.
- E. Authorized spokesmen for the College and the NTPO shall meet at the request of either party to discuss matters related to the

**ARTICLE X
APPOINTMENTS**

Acting Appointment

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

Temporary Appointments

Temporary appointments are made for a fixed term not to exceed one (1) year when a position or need for services is not expected to be permanent. Temporary appointments automatically expire upon the final date admints Tem-4 (at)-6 (6-3.9 (en)-4cEMC /P MCID 8 BDC /TT0 1 Tf0.05 Tw 12 -0 0 12 53.6 a)-4 (d)2 (min)26

ARTICLE XI

C. Work Week

1. The normal work day for bargaining unit members is seven and one-half (7 1/2) hours in length exclusive of a one (1) hour lunch period. Such hours shall normally be discharged between 8:00 a.m. and 5:00 p.m., Monday through Friday, with the precise hours of work to be established by the bargaining unit member's supervisor, with the approval of the

**ARTICLE XV
JUST CAUSE**

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

**ARTICLE XVI
RETRENCHMENT/RESIGNATION/RETIREMENT**

Retrenchment

- A. The retrenchment/layoff and/or recall of bargaining unit members are in the sole discretion of the College and are subject to review under the grievance procedure hereof only as to questions of seniority within function areas and timeliness of notice.
- B. In the event of the reduction of the full-time staff, the College will give those employees on continuing appointment who are to be affected there pend/oe ttd[(on)-10 ((f)3 (a)4 (f)3 (f4 (e)-6 (c)4 (i4 (

through the effective date of an employee's retirement.

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

Exceptions to the foregoing are those individuals

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

**ARTICLE XIX
LEAVES OF ABSENCE**

Maternity Leave

- A. A leave of absence due to a disability arising out of pregnancy (defined as the period of temporary disability caused by or contributed to by childbirth or the recovery there from) may be charged to sick leave. The benefits available and validation of need will be consistent with the provisions of this agreement.

- B. Unpaid leaves of absence relating to child care or the period immediately preceding the disability arising out of a pregnancy shall be available consistent with the unpaid leave provisions hereof. Such leave shall be for a period of up to one year commencing with childbirth or the onset of the disability.

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continuing appointments shall be eligible for vacation leave and shall accrue such leave as follows:

- i. Any such employee who was eligible to and who had validly elected Option 1 or Option 2 in the 2003-2006 collective bargaining agreement shall accrue such leave as follows:

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

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

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

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

Under unusual circumstances a bargaining unit member may carry over up to ten (10) days from the previous year that would result in a temporary new maximum of forty (40) days.

in the event of death or illness not within the immediate family will be considered on an individual basis.

- D. Sick leave may be used in units of one (1) hour. Validation of sick leave usage, including disability arising out of pregnancy, may be requested in the form of a physician's certificate. In the case of pregnancy, the period of temporary disability caused by or contributed to by childbirth or the recovery there from may be charged to sick leave. In cases of scheduled medical or dental appointments, sick leave may be used in units of one-half (1/2) hour.
- E. Upon exhaustion of all sick and personal leave accumulations and upon the submission of

B.

Non-teaching professional personnel become eligible for sabbatical leave after the completion of six (6) years of service at the College. Application for a sabbatical leave may be filed during the sixth (6th) or subsequent year of employment, to be effective for the seventh (7th) or subsequent year of employment. At the option of the employee, the sabbatical leave request may be for one (1) or two (2) academic semesters at full salary. Alternative leave durations not exceeding two (2) academic semesters and alternative compensation patterns not exceeding full salary, min. Ae6 -1.04 22

advanced study, exchange teaching or other employment; those which allow for a term in a professional or political office; and those for child care. Employees granted unpaid leaves of absence as defined by this policy statement will, upon return to active employment status, receive a salary equal to that which they would have received had they worked at the College during such period.

Accrual Statement

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

Bereavement Leave

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

ARTICLE XX INSURANCE

A. Health Insurance Coverage

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

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

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

The parties agree to establish a Labor Management Committee to review and make

for Administration, or his/her designee, upon two (2) day's advance notice and shall have the right to place in their file a response to anything contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, or by operation of law, that such material is invalid.

Interruption of College Operations

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

Labor-Management Committee

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

ARTICLE XXII ECONOMIC ADJUSTMENTS

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

ARTICLE XXIII TUITION WAIVER

For the term of this Agreement, the College shall provide a tuition waiver of three hundred (300) credit hours for all matriculated or non-matriculated children or spouses of bargaining unit members.

A bargaining unit member may apply for a tuition waiver on behalf of a child/children/spouse in Fall, Spring, Intersession and Summer terms. The application period will open eight (8) weeks before a term and will end one (1) week before a term (the term will be defined by Banner). Waivers will be distributed on a first-come, first-served basis up to the three hundred (300) credit hour limit in each year. The required application for a tuition reimbursement and its submission and payment shall be in accord with the procedures developed by the Vice President for Administration.

Tuition waivers for bargaining unit members will be granted at the discretion of the College which shall not be unreasonably withheld. Waivers for bargaining unit members only may be for credit or non-credit bearing courses and not subject to the three hundred (300) credit hour limit as set forth above.

ARTICLE XXIV GRIEVANCE PROCEDURE

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

ARTICLE XXV
TERM

This Agreement shall be effective 1 September 2020, and remain in full force and effect until 31 August 2025

**ADDENDUM A
ECONOMIC ADJUSTMENTS**

Salary Adjustment

Each returning bargaining unit member as of October 7, 2021 shall, effective September 1st of each year listed below, have his/her previous year's base salary increased as follows:

2020	Two Percent (2%)
2021	Two Percent (2%)
2022	Two Percent (2%)
2023	Two Percent (2%)
2024	Two Percent (2%)

Bargaining unit members who resigned prior to October 7, 2021 will receive the pro-rata share based on hours worked. Bargaining unit members who retired or were terminated prior to October 7, 2021 are not entitled to the increase.

Longevity Compensation

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

Longevity

twenty (20), twenty-five (25) or thirty (30) years of service, such employee shall nevertheless be eligible

ADDENDUM B GRIEVANCE PROCEDURE

Definitions

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

NTPO shall mean Hudson Valley Community College Non-Teaching Professional Organization.

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

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

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

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

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

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

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

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

General Provisions

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

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

Representation

1. Representation at any step of the grievance shall be limited to the NTPO or any other representative designated by the aggrieved except another employee organization or a representative of another employee organization or by a representative of the College.
2. The NTPO shall provide the College with the name of the individual who is to be provided with a copy of all grievance decisions
3. The College shall give the grievant or his/her representative and the NTPO Grievance Committee at least five (5) days advance notice as to the dates and locations for all grievance hearings and/or meetings associated therewith.
4. In any and all cases where the aggrieved party is not represented at any stage of the and a 0 Td5m0 Td(no

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

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

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

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

- f. The cost of the services for the arbitrator and all other such expenses including the cost of the stenographer, and any other associated costs of the arbitration, will be borne solely by the party whose position is completely dismissed by the arbitrator. If the arbitrator awards partial judgment to both parties, then the costs of those services will be borne equally by the College and the NTPO, or as otherwise may be determined by the arbitrator. The

30. International Student Advisor
31. Library Outreach Specialist
32. Off-Campus Coordinator
33. Online Media Specialist
34. Retention Specialist
35. Scheduling Coordinator
36. Scheduling Officer
37. School of Business Academic Advisement Services Coordinator
38. School of STEM Academic Advisement Services Manager
39. Senior Instructional Designer
40. Senior Media Specialist
41. Technical Assistant, Automotive
42. Technical Assistant, Computer Learning Center [CLC]
43. Technical Assistant, Continuing Education & Summer Sessions
44. Technical Assistant, Dental Hygiene
45. Technical Assistant, High School Programs & Educational Outreach
46. Technical Assistant, Learning Resource Center
47. Technical Assistant, Office of Testing, NSO/Family Sessions, Advisement and Academic Placement
48. Technical Assistant, School of Health Sciences
49. Technical Assistant

Enrollment Management & Student Development

1. Admissions Assistant
2. Admissions Counselor
3. Assistant Coordinator of Cultural Activities
4. Assistant Director and Learning Disability Specialist
5. Assistant Director of Admissions
6. Assistant Director of Athletics
7. Assistant Director of Student Life and Educational Opportunity Program [EOP]
8. Assistant Director, Center for Careers and Transfer
9. Assistant Registrar
10. Associate Director and Adaptive Technology Specialist
11. Associate Director for Counseling
12. Associate Director of Admissions
13. Associate Registrar
14. Athletic Trainer
15. Broadcast TV Production Technician
16. Clinical Coordinator
17. College Nurse
18. Coordinator for Global Initiatives
19. Coordinator of Accessibility
20. Coordinator of Health Services
21. Coordinator of International Student Services/PDSO and Director of International Education
22. Coordinator of Testing, Center for Access and Assistive Technology
23. Counselor
24. Director of First Year Experience and Orientation Programs
25. Director of Student Life and Educational Opportunity Program [EOP]

26. Director of the Center for Careers and Transfer
27. Enrollment Services Counselor
28. Senior Counselor
29. Student Athlete Retention Mentoring Program Director
30. Technical Assistant, Admissions
31. Technical Assistant, Archiving, Registrar's Office
32. Technical Assistant, Center for Access and Assistive Technology
33. Technical Assistant, Center for Careers and Transfer
34. Technical Assistant, Registrar's Office

Communications and Marketing

1. Assistant Director of Communications and Marketing
2. Assistant Director of Graphic Design & Printing Services
3. Assistant Director of Institutional Planning and Research
4. Associate Director of Communications and Marketing
5. Associate Director of Multimedia and Video Services
6. Communications and Marketing Specialist
7. Digital Communications Manager
8. Digital Communications Specialist
9. Director of Creative Services
10. Director of Graphic Design & Printing Services
11. Electronic Communications Editor
12. Multimedia & Video Services Specialist
13. Multimedia Technician
14. Photography/Multimedia Specialist
15. Web Coordinator

Administration

1. Accreditation & Assessment Analyst
- 2.

ADDENDUM E
HEALTH INSURANCE
CALCULATIONS

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

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

\$1,455.42 Monthly Family

ADDENDUM F

Copy of Memorandum of Understanding signed October 10, 2019 with the Non-Teaching Professional Organization (formerly known as the Non-Teaching Professional Association). Attachments and signature are omitted.

Memorandum of Understanding
By and Between
Hudson Valley Community College and the Hudson Valley Community College
Non-

ADDENDUM G

The parties agree that they have read the exemplar contained herein and agree that this is the manner in which Article XIV (D) should be interpreted.

Example #1

Worked 44.5 hours in one week and is eligible for Overtime after 40 hours [non-exempt]

\$10 Regular hourly rate

\$38 Special Assignment rate per hour

37.5 Regular work hours for one week

7 hours of overtime worked

Taking \$\$

Current Practice

\$10	x 37.5 hrs for week	\$	375.00
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Example #2

Example #4				
Worked 44.5 hours in one week and is not eligible for Overtime after 40 hours [exempt]				
\$50	Regular hourly rate			
\$38	Special Assignment rate per hour			
37.5	Regular work hours for one week			
7	hours of overtime worked			
Taking \$\$				
Current Practice				
\$50	x 37.5 hrs for week		\$ 1,875.00	
\$38	x 7 hours (beyond 37.5 in a week)		\$ 266.00	
			\$ 2,141.00	gross pay for the week
Under Proposal				
\$50	x 37.5 hrs for week		\$ 1,875.00	
\$75	Overtime rate is \$75 which is more than \$38 so we pay overtime for all hours over 37.5 = 7 hours		\$525.00	
			\$ 2,400.00	gross pay for the week
Taking hours				
Current Practice				
\$50	x 37.5 hrs for week		\$ 1,875.00	gross pay for the week
7	All hours that would have been paid at special assignment can be taken as flex time instead - hour to hour exchange			
	7 total leave time hours accrued			
Under Proposal				
\$50	x 37.5 hrs for week		\$ 1,875.00	gross pay for the week
10.5	Hours worked after 37.5 are moved to Compensatory Time at time and 1/2 x hours worked regardless of rate that would have been paid = total leave time hours accrued			
All hours used as leave time or cashed out would be paid at the current hourly rate. In this example that would be all at \$50 per hour.				