

AGREEMENT

EFFECTIVE: : September 1, 2007

TERM: September 1, 2007 through August 31, 2011

BY AND BETWEEN

**THE BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE**  
(hereinafter referred to collectively as the “Employer”)

AND

**THE CAPITAL DISTRICT EDUCATIONAL OPPORTUNITY CENTER**  
(hereinafter referred to collectively as the “Center”)

AND THE

**EDUCATIONAL OPPORTUNITY CENTER ALLIANCE**  
(hereinafter referred to as the “Alliance”)

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AGREEMENT, made and entered into as of the 1<sup>st</sup> day of September 2007, by and between

THE BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE  
(hereinafter referred to as “Employer”)

and

THE CAPITAL DISTRICT EDUCATIONAL OPPORTUNITY CENTER  
(hereinafter referred to collectively as “Center”)

EDUCATIONAL OPPORTUNITY CENTER ALLIANCE  
(hereinafter referred to as “Alliance”).

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article II - Savings Clause

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement, and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

Article III - Management Rights

Except as limited by specific and express terms of this Agreement, the Employer retains and reserves all rights, power, authority, duties and responsibilities conferred and invested by law and the constitution of the State of New York

and/or the United States, including the right to adopt rules, regulations, and policies.

#### Article IV - Non-Discriminatory Application

##### A. Equal Application

The employer and the Alliance agree that applicants for positions shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, creed, gender, sexual orientation, national origin, disability, marital status, veteran status or political affiliation.

This policy relates to all actions related to, but not necessarily limited to recruitment, employment, upgrading, promotions, demotions, transfers, layoffs, terminations, training, and rates of pay and/or other forms of compensation.

##### B. Affirmative Action and Title IX

The Employer and the Alliance agree to support the provisions of the Hudson Valley Community College Affirmative Action and Title IX programs.

#### Article V - 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 VI - Recognition and Dues Deductions

##### A. Recognition

The Employer recognizes the Alliance as the exclusive representative of the employees in a unit including all teaching faculty in the employ of the Employer, with the academic rank of Assistant Instructor, Instructor, Assistant Professor, Associate Professor, and Professor, including adjunct and part-time instructional faculty (herein referred to as faculty) and consistent with PERB Decision Case No. CP-473, the Employer recognizes the Alliance as the exclusive representative of Center employees holding the title of Counselor or Assistant Counselor (herein referred to as counselor) and excluding all Center employees for the purposes of negotiating wages, hours, and terms and conditions of employment and in the settlement of grievances.

B. Dues Deduction

The Employer agrees to deduct from the salaries of the employees in the bargaining unit, year to year on a continuing basis, the dues pursuant to plans certified by the Alliance, as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Alliance, and to remit the same promptly to such Alliance. Such authorization may be revoked by instrument, in writing, and the Employer will promptly notify the Alliance of the receipt of such revocation.

C. Agency Shop

Subject to the provisions of Section 208(3)(b) of the Public Employee's Fair Employment Act, the Center agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the Alliance, an amount equivalent to the Alliance dues that are authorized, levied and collected from the general membership. Such agency fee payors shall have available through the Alliance a fair and equitable refund procedure for amounts of the agency fee which represent the employee's pro rata share of expenditures by the Alliance in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

D. Indemnification

The Alliance shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by either of them for the purpose of complying with the provisions of this Article.

Article VII - Freedom in the Classroom and Responsibility

A. Freedom in the Classroom

Faculty members are entitled to freedom in the classroom in discussing their subject and in reporting the truth as they see it, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.

B. Responsibilities

1. Faculty members are members of a learned profession, and as employees of an educational institution with the objective of serving the needs of its community, have definite professional obligations. Central to the concept of a faculty member's academic freedom is the co-requisite of academic responsibility. By signing an Agreement to serve on the faculty of the

Educational Opportunity Center, the faculty members indicate their intention of devoting themselves earnestly to the teaching of students of various abilities at the Opportunity Center level, and agree to act in a manner that is consistent, at all times, with the objectives of the Center in addition to the objectives stated in the Guidelines for State University Educational Opportunity Centers.

2. Counselors are members of a learned profession, and as employees of an educational institution with the objective of serving the needs of its community, have definite professional obligations. By signing an Agreement to serve as a counselor of the Educational Opportunity Center, counselors indicate their intention of devoting themselves earnestly to the service of students of various abilities at the Opportunity Center level, and agree to act in a manner that is consistent, at all times, with the objectives of the Center in addition to the objectives stated in the Guidelines for State University Educational Opportunity Centers.
3. As part of their responsibilities, bargaining unit members agree to comply with and support the regulations for students, visitors, and Center personnel, as the same now exists or may hereafter be amended.

C. Personal Life

As part of academic freedom, the faculty member's personal life is not within the appropriate concern of the Employer. As part of professional freedom, the counselor's personal life is not within the appropriate concern of the Employer. When a bargaining unit member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline. Participation or non-participation of a bargaining unit member in any lawful organization or group activity shall not in any way adversely affect his/her employment.

Article VIII - Professional Obligations

A. Work Year

1. The work year of the full-time faculty hired after September 1, 2008, shall be one-hundred ninety-five (195) days commencing no earlier than three (3) days prior to September 1, and will conclude no later than June 30.
2. The work year of the full-time faculty hired prior to September 1, 2008, shall be one-hundred seventy (170) days commencing no earlier than three (3) days prior to September 1, and will conclude with graduation but in no event later than May 31.

3. Full-time faculty hired prior to September 1, 2008, with a work year of one-hundred seventy (170) days shall have the right to change his/her work year to that as described in paragraph 1 above and shall be compensated for such election through the application of a stipend in the amount as noted in APPENDIX A M. Election must be made by the date specified annually by the Center. The Center will establish annually the date by which election must be made. A change in work year once elected shall be considered permanent.
4. A petition to return to the work year noted in paragraph 2 above may be requested by the faculty member and may be granted by the Center should extenuating circumstances exist to warrant such a request and such request will not be unreasonably denied. If the request is denied, the Center will provide written reason therefor to the affected faculty member. Denial of said request will not be subject to the grievance procedure. A request to return to the one-hundred seventy (170) day work year must be made in writing to the Center Director by February 1 for the year following. This notification date may be waived by the Center Director and the effective date of the reversion shall be fixed by the Center Director. Upon the effective date of the reversion to the one-hundred seventy (170) day work year, the faculty member will no longer be entitled to the stipend set forth in APPENDIX A M.
5. Full-time faculty will not be required to be in attendance when classes are not in session, except for professional staff meetings, student orientation programs, and preparation and submission of year-end reports.
6. Counselors having a 10-month work year obligation shall be employed on a yearly basis, September 1 - August 31. Their work year shall be equal to the number of work days exclusive of forty-five (45) non-accruable non-work days and the number of holidays as set forth in this contract. The assignment of the forty-five (45) non-accruable non-work days is at the discretion of management and not subject to the grievance procedure.
7. Counselors having a twelve month work year are appointed on a yearly basis, September 1 -August 31. Their work year shall be equal to the number of work days exclusive of accrued vacation time and the number of holidays as set forth in this contract.
8. All full-time bargaining unit members shall attend the Commencement ceremony unless excused by the Center Director or his/her designee.

B. Work Day

1. No classes at Center facilities will be scheduled to start before 8:00 a.m. or end after 11:00 p.m.
2. The work day of the faculty shall not be in excess of eight (8) consecutive hours within the hours of 8:00 a.m. to 11:00 p.m. Faculty schedules will not require eight (8) continuous hours of instruction.
3. The normal working day for full-time counselors is 8:00 am to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of a designated lunch period, for a total work week of thirty-seven and one-half (37 1/2) hours, except during that period when “summer hours” are in effect; during such period, the normal working day will end at 3:30 p.m. or 4:00 p.m. When “summer hours” are in effect, lunch periods are to be reduced from the normal time of one (1) hour to thirty (30) minutes. The work day for counselors shall also include the time for meetings as defined in Article VIII I of this Agreement.
4. In order to fulfill his/her professional responsibilities, a counselor’s professional responsibilities are not measured by the standard work day, and therefore, counselors should not feel constrained in the performance of their duties.
5. Additionally, it may be necessary to assign full-time counselors outside the time frame set forth in paragraph three above so as to provide equal services to students. Such assignment shall be of consecutive hours. Assignment of full-time counselors to outside the time frame set forth in paragraph three above is not subject to the grievance procedure.

C. Individual Course Assignments

1. The Center Director or designee shall make the final decision on the course assignments of individual faculty members. Course assignments, in the first instance, however, will be jointly developed by the Program Coordinator/Supervisor and the faculty member, taking into consideration each faculty member’s credentials, professional background, experience, and expressed course preference.
2. If a faculty member’s stated course preference(s) cannot be honored, upon written request, he/she shall be informed of the reasons therefor in writing.
3. Faculty shall be individually notified in writing of their course assignments as follows:

Course(s) not previously taught no later than one (1) month prior to the start of classes

Course(s) previously taught no later than one (1) week prior to the start of classes

Faculty course assignments may be changed because of unforeseen circumstances involving enrollments, attendance, and/or faculty availability and other reasons.

4. In arranging schedules, faculty will not be assigned to more than two (2) locations. Faculty assigned two (2) locations shall be paid mileage allowance equivalent to the rate paid for mileage reimbursement by Hudson Valley Community College.

D. Teaching Schedules

1. The Center Director shall develop the master annual instructional schedule setting forth all courses to be offered along with their meeting times and locations. The Alliance shall receive a copy of the master schedule as soon as the same is available.
2. In developing the course schedules for individual faculty members, the Program Coordinator/Supervisor will give consideration to the expressed preference of individual faculty members regarding course schedules.
3. If a faculty member's expressed course schedule preference cannot be honored upon written request, the faculty member shall be informed of the reasons in writing by the Program Coordinator/Supervisor.
4. All faculty must meet their classes in accordance with the master schedule except as follows:
  - a. A change in the location or time of a single class meeting must have the prior approval of the faculty member's Program Coordinator/Supervisor.
  - b. Alterations in the master instructional schedule may be made only with the prior written approval of the Center Director or his/her designee.

E. Teaching Load

1. Faculty members shall be assigned up to twenty-five (25) contact hours per week. A contact hour is fifty (50) minutes of actual classroom instruction.

2. In order to compile a full assignment, faculty members, if qualified and if openings exist, may be assigned to other than their own teaching area.
3. Faculty members assigned teaching loads in excess of twenty-two (22) contact hours per week for each week of the academic year shall receive premium compensation (bonuses) as set forth in Appendix A (L).

F. Office Hours

Full-time faculty members assigned less than twenty-five (25) contact hours of teaching will be assigned office hours equal to the teaching load deficiency. Such office hours will be scheduled throughout the week so that the faculty member is readily available to students. Each faculty member shall post a schedule of such assigned office hours and file the same with the Program Coordinator before classes begin.

G. Optional Overload

1. An optional overload (voluntary on the part of the faculty member) shall be permitted beyond the contact hour maximum set forth herein and any faculty member accepting such optional overload shall be compensated therefor in accordance with the overload rates set forth in Appendix A hereof and incorporated herein by this reference.
2. The Employer has no obligation to assign such assignable courses to full-time faculty volunteering for such courses.
3. An optional overload (voluntary on the part of the counselor) shall be permitted beyond the standard work week as set forth herein and any counselor accepting such optional overload shall be compensated therefor in accordance with the overload rates set forth in Appendix A hereof and incorporated herein by this reference. The Employer has no obligation to assign such additional work to full-time counselors volunteering for such assignment.

H. Leaving the Center

Faculty may leave the Center prior to its closing if all obligations to the Center for the day have been completed.

I. Time for Meetings

1. A free period of two (2) consecutive hours each week shall be included in the master instructional schedule to provide time for various meetings and to conduct Center business. Time to be assigned for the same shall be

discussed with the Alliance before the master instructional schedule is finalized. On a schedule of once every eight weeks, the Alliance will be provided access to the full meeting time for the conduct of Alliance business. On such dates, no other Center meetings shall take place during the assigned meeting time involving Alliance members unless a waiver of this restriction is made in writing by the Alliance President. Personal Leave charged to time assigned for the Time for Meetings as provided for in this section may be charged in one-half (1/2) hour units.

2. Upon reasonable notice in unanticipated situations, the Employer may reschedule a meeting provided for in the master instructional schedule to the date set forth in said notice. It is understood that the above is only applicable in situations where it is impossible to schedule said meeting on a date previously reserved in the master instructional schedule. The determination of whether a situation is "unanticipated" or whether the meeting is "impossible to schedule on a date previously reserved in the master instructional schedule" shall be made by the Director of the EOC or his/her designee.

J. Class Cancellation and Interruptions in Center Operations

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

Classes are Canceled: This means that students, counselors and faculty should not report to the Center.

Center is Closed: All employees are excused from work except those personnel designated by the Center Director to maintain or restore Center operations.

2. Area radio and TV stations will be notified of the decision to either cancel or delay classes or close the Center. Radio and TV stations may be limited in their ability to convey the messages as noted above, or might misrepresent the Center's intent. Inaccurate media messages or misunderstanding of the announced messages will not be considered excused leave and such time taken will be chargeable to leave accruals. 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.

3. When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the Center will be sent to all offices by either telephone or messenger.
4. When the Center is forced to close for a portion of a day or for an entire day, full-time counselors time off shall be recorded as Administrative Leave (AL); such leave is not charged against any leave category. However, should the Center remain closed for more than one day, or be designated to close for a specific period of time, longer than one day, full-time counselors not directed to work will have to charge the time not worked, at the option of the employee, to their annual personal leave allotment, to current or future vacation leave accruals or may take the time as leave without pay. Full-time counselors electing the latter option, leave without pay, will be taken off the payroll for the emergency closing period and, therefor, may file for unemployment compensation benefits. An employee, however, may not be paid for the same period of time by the Center and through unemployment compensation.
5. In the event that day classes are canceled because of inclement weather or other emergency, faculty members and counselors will not be required to report to the Center. Evening class cancellations shall be separately determined.

K. Holidays

1. Full-time counselors will be accorded the following holidays, with pay, where such holidays fall on a normal Center work day:
  - Labor Day
  - Columbus Day
  - Thanksgiving
  - Friday following Thanksgiving
  - The day prior to Christmas
  - Christmas Day
  - The day prior to New Year's Day
  - New Year's Day
  - Washington's Birthday
  - Good Friday
  - The Monday following Easter Sunday
  - Memorial Day
  - Independence Day
2. If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday; provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such a day will be credited as an

additional vacation day to the counselor who is required to work on such a day.

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

L. Job Descriptions

1. Job descriptions for counselors shall be as determined by the Center Director.
2. Job descriptions are to be reviewed annually with each counselor's immediate supervisor, in conjunction with the annual evaluation process and any proposed changes should be described on the evaluation report for consideration by the Center Director. In the event that an employee and the Center are in disagreement as to the duties and responsibilities set forth in the employee's job description, or proposed changes in the job description, the employee may appeal the same up to the President of the College. The President's decision shall be final and binding. Decisions regarding job descriptions are not subject to the grievance procedure.

M. Validation of Attendance

All bargaining unit members will submit a bi-weekly record of attendance. The submission of this record, approved by the bargaining unit member's immediate supervisor, will provide the Center with the authority to issue regular salary checks; however, there will be no interruption of salary without two (2) weeks written advance notice.

N. Distance Learning

The parties agree that the contract can be reopened for the sole purpose of negotiating the impact relative to distance learning. Until such time as the agreement is reopened, a committee composed of members of the Alliance and Center management under the direction of the Center's Coordinator of Instructional Services will meet to discuss the impact of distance learning on the Center and the agreement.

Article IX - Textbooks, Records, Supplies, and Materials

A. Selection of Textbooks and Teaching Materials

Textbooks and other teaching material shall be selected by the faculty members involved in teaching a specific course, subject to the approval of their Program

Coordinator/ Supervisor, Coordinator of Instructional Services and the Center Director. If available, textbooks will be distributed one (1) week prior to the beginning of a course.

B. Desk Copies of Textbooks

If available, desk copies will be provided to the faculty not less than two (2) weeks before classes begin.

C. Ordering Supplies

Bargaining unit members ordering supplies shall comply with the requirements, limitations, and procedures established by the Center Director and set forth in the Capital District EOC Fiscal Procedures Handbook.

D. Submission of Records and Materials

Each bargaining unit member shall timely submit to the appropriate supervisor records and materials as required.

Article X - Professional Positions

A. Notice of Vacancies

To provide notice to bargaining unit members who desire to become applicants, notices of vacancies shall be posted on the College's website. Faculty members shall be given priority consideration in filling faculty vacancies.

B. Supervisory/Administrative Positions

Bargaining unit employees who accept supervisory/administrative (non-bargaining unit) positions with the Center shall continue to accumulate bargaining unit seniority during absence and shall have the right to return to their former or comparable bargaining unit positions at an income level equal to what they would have received had they not accepted the supervisory/administrative position. The Center will notify the Alliance not later than July 1 of the return of a supervisor/administrator to a bargaining unit position as of the subsequent September 1.

C. Opportunity for Joint Meeting and Recommendation

At such time as persons are being interviewed for full-time positions on the faculty, an opportunity for a joint meeting involving the appropriate Program Coordinator/Supervisor, the candidate, and faculty members of the respective department will be made available.

## Article XI - Appointments to Professional Faculty and Counseling Staff

### A. Full-Time Status

1. For counselors, full-time status is defined as an assignment of thirty-seven and one-half (37.5) hours per week. Assignments to less than these hours is considered part-time status.
2. Counselors having less than full-time positions appointment who are regularly scheduled for twenty (20) or more hours of work per week shall receive vacation, sick and personal leave time on a pro rata basis.
3. Eligibility for health and dental insurance requires an appointment to a position with a minimum regular schedule of twenty (20) hours per week and the appointment to such position must be anticipated to exceed a six-month term.

### B. Temporary Appointments

1. Temporary appointments are made to positions not expected to be permanent. Such appointments are for a fixed time not in excess of one (1) academic year.
2. A full-time temporary appointment for faculty is defined as a faculty member with an actual instructional assignment of more than sixteen (16) contact hours per week for the period of appointment of thirty (30) consecutive days or more. Faculty assigned to more than sixteen (16) contact hours per week for a period of appointment less than thirty (30) consecutive days will be paid on an hourly basis as defined in Appendix A (E).
3. a. Bargaining unit members holding full-time temporary appointments shall be notified of their specific employment dates and shall be entitled to full health benefits contained herein and up to fifty (50) hours of consolidated leave (or the appropriate pro rata share thereof for appointments of less than one [1] academic year). Consolidated leave may be used for personal illness, death in the immediate family, as defined in Article XVI, Section I, and no more than fifteen (15) hours of such leave may be used subject to the provisions of Article XVI, Section C (Personal Leave) for urgent personal business that cannot be deferred. Consolidated leave may be charged in one (1) hour units.  
  
b. Bargaining unit members holding temporary appointments shall not be entitled to other leaves, paid or unpaid, long-term disability insurance

coverage, nor shall their termination be subject to review under the grievance procedure.

4. Effective September 1, 1986, new (not returning from the previous year) part-time temporary employees shall not be eligible for health insurance coverage provided herein.
5. The time accrued by a full-time bargaining unit member on a temporary appointment shall count towards tenure (continuing appointment) in the event the bargaining unit member is appointed to a full-time probationary position except that a bargaining unit member shall serve a minimum two (2) years probationary period.

C. Probationary Appointment

Full-time bargaining unit members will serve a probationary period of not more than five (5) years prior to being granted tenure (continuing appointment) at the Center.

D. Tenure / Continuing Appointment

1. Bargaining unit members on probationary status whose appointments are renewed from year to year will be granted tenure (continuing appointment at the Center upon renewal of the appointment beyond their probationary period).
2. If not already promoted, upon attaining tenure (continuing appointment), Instructors shall be promoted to the rank of Assistant Professor.
3. All bargaining unit members who are granted tenure (continuing appointment) shall hold their respective positions during good behavior and competent and efficient service.
4. Tenure (continuing appointments) shall remain in effect if and while a bargaining unit member assumes an administrative position or is employed under a grant.
5. Faculty members who have heretofore enjoyed tenure at Hudson Valley Community College who terminate their employment (either voluntarily or involuntarily) at the Center and who within two (2) years thereof apply for and are selected for employment at Hudson Valley Community College shall have their tenure at Hudson Valley Community College restored.

E. Annual Appointments

1. Annual appointments are entered into with full-time bargaining unit members employed through grant or contract funds (other than the operating contract between the Board of Trustees and the State University of New York) for a fixed period not normally exceeding one (1) year and such appointments automatically expire on the final date of the appointment term.
2. Except for long-term disability insurance and as limited by paragraphs three and four of this section and by any limitations contained in the grant or contract making possible their employment, bargaining unit members holding annual appointments shall be eligible for all fringe benefits described herein.
3. Time served by a bargaining unit member appointed under an annual appointment will be considered as time worked under a probationary appointment in determining employment status should the position held by the employee become a non-grant or non-contract funded probationary position of the Center. Should such condition occur, a bargaining unit member will be required to serve a minimum two-year probationary period.
4. Bargaining unit members holding annual appointments whose appointments are to be renewed shall be advised, in writing, ninety (90) calendar days in advance of the expiration of the grant or contract which provides funding for their position(s). The non-renewal of a bargaining unit member holding an annual appointment shall not be subject to the grievance procedure hereunder.
5. Consistent with the employer's affirmative action plan, bargaining unit members holding annual appointments will be given priority consideration for appointments to vacancies in permanent positions which develop at the Center when such positions are compatible with the personal expertise and academic preparation of bargaining unit members employed under annual appointments.

Article XII - Salaries

A. Salaries – Appendix A

Salaries and other matters of economic concern shall be as set forth in Appendix A annexed and incorporated herein by this reference.

B. Annual Salary Agreement

1. Bargaining unit members shall be provided with an annual Salary Agreement consistent herewith, setting forth his/her title or academic rank and salary.
2. Salary agreements are to be signed and returned by each bargaining unit member within thirty (30) faculty working days after receipt. Timely execution and return of the Salary Agreement shall constitute acceptance and acquiescence of the terms and provisions thereof by the bargaining unit member; failure to do so shall constitute a resignation.

C. Salary Installments

1. The salary of each full-time faculty member shown on his/her salary agreement shall be paid on a bi-weekly basis in twenty-six (26) or twenty-seven (27) approximately equal installments, depending on the number of pay periods in the fiscal year.
2. Each full-time counselor will be paid on a bi-weekly basis an amount based upon the daily rate determined using the number of work days between September 1 and August 31 and the salary shown on his/her annual salary agreement.
3. Upon one (1) month's written request by a full-time faculty member:
  - a. For full-time faculty with a work year of one-hundred (170) days, all salary payments for pay periods subsequent to graduation may be payable on the first pay period immediately subsequent to graduation except as may be otherwise approved by the Center Director. For full-time faculty with a work year of one-hundred ninety-five (195) days, all salary payments for pay periods subsequent to June 30 may be payable on the first pay period immediately subsequent to June 30 except as may be otherwise approved by the Center Director. Eligibility to receive such salary payments requires the completion and submission of all required reports and records related to the faculty member's responsibility at the Center.
  - b. The Center, subject to New York State audit regulations, will make appropriate arrangements to forward members' salary checks by mail. A request to forward checks by mail shall be irrevocable for the balance of the Employer's fiscal year.

### Article XIII - Evaluation Procedures

- A. Bargaining unit members shall be evaluated annually by members of the Center administrative staff.
- B. With respect to probationary bargaining unit members only, the Center may seek student input on the evaluation of said probationary bargaining unit members and to the extent indicated herein such student evaluation shall be part of a probationary bargaining unit member's annual evaluation. Tenure decisions shall not be based solely on student evaluations.
- C. A committee comprised equally of bargaining unit members with two (2) or more years service appointed by the Alliance and administrators appointed by the Director of the Center shall convene annually prior to December 1, to, if necessary, amend and/or update the Center-wide evaluation of instruction forms including but not limited to the student evaluation form. Provided, however, that the initial student evaluation form shall be the form developed by said committee prior to December 1, 2004.
- D. Bargaining unit members shall be provided with copies of their evaluations including a student evaluation summary for probationary bargaining unit members and provided an opportunity to discuss each. Subsequent to such discussions, or on receipt of a written waiver thereof, the bargaining unit member shall be accorded a period of five (5) days to submit any written response to his/her evaluation. Following the five (5) day response period, a copy of the evaluation report (including any student evaluation summary) with bargaining unit member response, if any, thereon, will be forwarded for administrative review and file. At the end of the contract year (August 31), the individual student evaluation forms for that year will be destroyed. At any time prior to the destruction of the forms, a bargaining unit member shall upon request to the Center, be allowed to inspect the individual student evaluation forms upon which the summary of student evaluations included in his/her annual evaluation was based, provided that said forms are anonymous or that the names and other student identifiers are redacted from the forms.
- E. Nothing shall be placed in a bargaining unit member's file without providing a copy to the bargaining unit member involved and providing the bargaining unit member with an opportunity to respond. After a probationary bargaining unit member has attained tenure, or if such probationary bargaining unit member's employment with the Center ceases prior to attaining tenure, each student evaluation summary in such bargaining unit member's file shall be removed upon his/her written request. The bargaining unit member may not request that only some of the student evaluation summaries be removed.

## Article XIV - Non-Renewal, Dismissal, Voluntary Termination, Lay-off and Recall

### A. Non-Renewal Notices

Probationary bargaining unit members whose appointments are not to be renewed for the next academic year will be notified in writing before April 1<sup>st</sup>. The non-renewal of a probationary bargaining unit member shall not be subject to the grievance procedure provided herein.

### B. Dismissal Procedures

1. Dismissal of a full-time bargaining unit member holding a temporary appointment or an annual appointment shall be on ten (10) days notice or pay in lieu thereof. Dismissal of a part-time bargaining unit member shall be on three (3) days notice. The dismissal of a bargaining unit member holding a temporary or annual appointment shall not be subject to the grievance procedure provided herein.
2. Dismissal (other than non-renewal) of a bargaining unit member during the probationary period shall be on thirty (30) days notice, or pay in lieu thereof. The dismissal of a probationary bargaining unit member shall not be subject to the grievance procedure provided herein, except when such dismissal occurs within the last year of the probationary period.
3. Dismissal of a bargaining unit member holding continuing appointment shall not be subject to the grievance procedure provided herein, but shall be subject to the accelerated arbitration procedure set forth in Appendix B, annexed hereto. The salary of a dismissed bargaining unit member holding continuing appointment shall continue until such time as the accelerated arbitration procedure is abandoned by the bargaining unit member or is concluded, in which latter event it shall be subject to the Arbitrator's award unless the bargaining unit member, the Alliance (if the representative of the bargaining unit member in the arbitration proceeding), and the Employer shall otherwise agree in writing.
4. In the processing of the arbitration due to the dismissal of a bargaining unit member holding continuing appointment, the burden of proof shall be upon the Employer. Within ten (10) calendar days of the receipt by the bargaining unit member of the notice of dismissal, the Employer shall present reasonably detailed and formally written charges to the aggrieved party.

C. Voluntary Termination

Any bargaining unit member desiring to terminate his/her services at the Center at any time shall file written notice thereof with the Director of the Center and the President at least thirty (30) days prior to the date of such termination of services.

D. Layoff and Recall

1. In cases where a reduction in the number of full-time bargaining unit members is necessary, those bargaining unit members thus affected will be given notice thereof as soon as possible but no later than seventy-five (75) calendar days prior to the date of layoff. Reductions in full-time bargaining unit members will occur by reverse order of seniority within each category, faculty and counselors, unless the remaining members of the bargaining unit lack the training and experience necessary upon redeployment, to provide coverage of all the remaining positions. (For purposes of this article, seniority is defined as total continuous EOC service, both full-and part-time. Each academic year of part-time service is equivalent to one-half year of full-time service.)
2. Retrenched bargaining unit members will be given first preference for any vacancies for which they are qualified that may occur during the period of two (2) academic years following retrenchment. Should a vacancy occur in the program from which bargaining unit members are retrenched, during the same period of time, bargaining unit members will be recalled to fill the vacancy in order of seniority. Such severances, if they occur, will not be considered a break in service.
3. When the Center is considering abolition of position(s), it shall, through its Director, meet with the Executive Committee of the Alliance for the purpose of presenting the Center's need and justification for the abolition of said position(s). Such meeting shall predate notice to affected bargaining unit members as described in subdivision 1 above.

Article XV - Academic Rank

A. Rank and Promotion Committee

1. Except as provided in Article XI D 2, promotion recommendations shall be submitted to the Chairperson of the Rank and Promotion Committee by the Program Coordinator/ Supervisor or by an individual faculty member seeking promotion, on forms provided for this purpose.
2. The Committee shall review all nominations and make its recommendations in rank priority order to the Center Director not later

than February 1<sup>st</sup>, with copies to affected faculty members. The Center Director, in turn, will submit his/her recommendations in rank priority order to the President of the College. The President shall submit his/her own recommendations to the Board of Trustees, together with the recommendations of the Committee and the Center Director, for final review and approval.

3. If the Rank and Promotion Committee, Center Director, President of the College, or the Board of Trustees fail to approve a promotion recommendation, the appropriate party shall, upon written request, provide the affected faculty member with a written explanation for this action.
4. In no event shall decisions regarding rank promotion be subject to the grievance procedure provided for herein.

#### Article XVI - Leaves

##### A. Sick Leave

1. On September 1st of each year of employment, the Employer shall credit each full-time bargaining unit member with sick leave as follows:

Faculty with a work year of one-hundred seventy (170) days  
sixty-two and one-half (62.5) hours

Counselors with a twelve (12) month appointment  
ninety-three and three-quarter (93.75) hours

Counselor with a ten (10) month appointment  
ninety-three and three-quarter (93.75) hours

Faculty with a work year of one-hundred ninety-five (195) days  
seventy (70) hours.

2. In no event shall a bargaining unit member's sick leave accruals exceed the following:

Faculty                    eight hundred sixty-five (865) hours.

Counselors                one thousand two hundred ninety-seven and one-half (1297.5) hours.

If during a bargaining unit member's last year of employment he/she is prevented from receiving the full credit for accumulated sick leave

because of the limits noted above, the last year's unaccredited number of sick leave days may be used to restore, to the accumulated sick leave, any sick leave used in the last year of employment.

3. After a faculty member has exhausted all sick and personal leave, his/her salary shall be suspended, unless coverage of his/her classes is provided on a voluntary basis by a qualified member or members of the faculty, approved by the absent faculty member's Program Coordinator/Supervisor and the Center Director.
4. Faculty members shall notify the Center of his/her absence due to illness as soon as possible but no later than two (2) hours prior to the commencement of his/her class. A counselor shall notify his/her supervisor by one-half (1/2) hour prior to the commencement of the work day. In the event that due to unforeseen circumstances, the faculty member or counselor is unable to provide such notification, the faculty member or counselor shall provide such notification as soon as possible and shall provide an oral explanation of the reason why he/she was unable to provide timely notification.
5. Sick leave validation may be requested in the form of a physician's certificate.
6. Bargaining unit members shall annually receive a statement as to their sick leave accumulation.
7. Upon retirement, the dollar value of a bargaining unit member's accumulated sick leave will be credited to an account for the bargaining unit member for the purpose of payment of health insurance premiums during the retirement of said bargaining unit member. To be eligible for this benefit, retiring bargaining unit members must be eligible to receive retirement benefits in the appropriate retirement system and have completed a minimum of five (5) years of employment with the Educational Opportunity Center.

B. Worker's Compensation Leave

Whenever a bargaining unit member is absent from his/her duties as the result of on-the-job injury covered by Worker's Compensation, he/she will be paid at the level of his/her salary which should 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 the date of injury and no part of such absence will be charged to leave to which he/she may otherwise be entitled.

C. Personal Leave

1. For full-time faculty with a work year of one-hundred seventy (170) days and full-time counselors, the Employer shall annually advance to each bargaining unit member twenty-five (25) hours of personal leave. For full-time faculty with a work year of one-hundred ninety-five (195) days, the Employer shall annually advance to each bargaining unit member twenty-eight (28) hours of personal leave. Personal leave is for personal business which cannot be deferred or for the observance of religious holidays. Such leave may be taken in one (1) hour allotments. When taking such leave the bargaining unit member will make provisions for coverage of his/her assignment. A bargaining unit member taking personal leave must submit written notification of this to his/her immediate supervisor during the working day prior to when the leave will be taken, unless an emergency exists wherein the bargaining unit member will make every effort to contact his/her immediate supervisor as soon as possible.
2. A bargaining unit member is not required to provide a reason for taking personal leave.
3. Subject to the provisions of Section A-2 of this article, personal leave not used during the appointment year will be credited to sick leave at year's end.
4. It is not the policy of the Center to make payments at the time of resignation for any unused personal leave time.

D. Sabbatical Leave

Sabbatical leaves of absence will be granted to full-time bargaining unit members in accordance with the following provisions:

1. Applicants become eligible for sabbatical leave after completion of six (6) years of service at the Center. Applications for sabbatical leave may be filed during the sixth (6<sup>th</sup>) year of employment and thereafter, to be effective, if granted, the following academic year. Bargaining unit members who have previously been granted a sabbatical leave under these qualifications must complete a minimum of an additional six (6) years of full-time employment at the Educational Opportunity Center from the date of return from their last sabbatical leave in order to be eligible for a subsequent sabbatical leave.
2. Sabbatical leave may be granted for one (1) semester at full salary, two (2) semesters at half salary, or two (2) semesters at full salary. The salary so

paid shall not be reduced by any grant or fellowship received by the applicant.

3. The total number of sabbatical leaves granted per year shall be subject to budget limitations; however, there shall not be more than one (1) full salary in a given year.
4. Completed sabbatical leave application forms for leaves to be effective for one or both semesters in the upcoming academic year shall be submitted in writing to the Center Director or his/her designee by 5:00 p.m. on the last faculty work day in the month of January. The application must contain the endorsement of the bargaining unit member's Program Coordinator/Supervisor, indicating receipt of a copy thereof. The Center Director shall, in writing, acknowledge receipt of the application within five (5) faculty working days after the final submission date. The Center Director will forward all applications to the Sabbatical Leave Committee.
5. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience (limited to one [1] semester) shall state their specific educational objectives in direct relation to the applicant's field of endeavor.
6. The sabbatical leave recipients and the terms of their leaves shall be determined by a Committee composed of three (3) elected representatives of tenured bargaining unit members and two (2) representatives of the Center's administration. Committee determinations must be approved by the President of the College and by the Board of Trustees.
7. Sabbatical leave recipients remain employees of the Center and their salaries shall be subject to the normal deductions for social security income taxes, health insurance, and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled (or comparable position) at a salary equal to that had he/she been in regular attendance at the Center during the period of the sabbatical, less, however, the pro rata share of all leave credits based on the duration of the sabbatical leave.
8. Within sixty (60) working days from the date of the return from sabbatical leave, the recipient will submit to the Center Director a detailed report, inclusive of appropriate records and data relative to such leave.
9. Following sabbatical leave, the recipient is expected to return and complete two (2) years of service in the event of a one (1) year sabbatical

leave; one (1) year's service in the event of one-half (1/2) year's sabbatical leave. The Center may require as a condition precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the recipient to return and complete such service.

10. Before reviewing applications, the Sabbatical Leave Committee shall establish guidelines and criteria for its operation and publish the same. Within forty (40) faculty working days following the final submission date for sabbatical leave applications, the Committee will communicate in writing to each applicant its determination on his/her application; an applicant not recommended for sabbatical shall be granted an opportunity to meet with the representatives of the Committee to review the Committee's determination on his/her application and the reasons therefor.
11. The determination of the Sabbatical Leave Committee shall be grievable only as follows:
  - (a) The aggrieved shall have the burden of proof in all cases.
  - (b) The sole grounds for a grievance will be that the actions of the Committee were arbitrary or capricious.
  - (c) Grievances will be submitted at the second stage within five (5) faculty working days following the receipt of the Committee's determination.

E. Jury and Court Appearances

1. Jury Duty. Any member of the bargaining unit scheduled for jury duty shall be excused from class attendance and other duties for such jury service which conflicts with his/her professional responsibilities without loss of pay. All pending instances of jury duty shall be reported to the Center Director immediately upon the receipt of notice thereof. The Center Director may request documentation to substantiate a bargaining unit member's actual jury service.
2. Court Appearances. As a party to an action or as a result of a subpoena any bargaining unit member shall be excused a maximum of two (2) working days per year from his/her class attendance and/or other duties for such court appearance(s) which conflicts with his/her professional responsibilities without loss of pay. As a party to an action when alleged to be an agent of the Center or as a result of a subpoena related to a bargaining unit member's responsibilities at the Center, any bargaining unit member shall be excused from his/her class attendance and/or other

duties for such court appearance(s) which conflicts with his/her professional responsibilities without loss of pay.

F. Release Time

Five (5) days per year will be granted the Alliance for the purpose of the Alliance President or his/her designee to attend meetings and conventions of the Alliance and its affiliates.

G. Leaves of Absence (Unpaid Leaves)

1. Unpaid leaves of from thirty (30) days to one (1) year may be granted bargaining unit members at the discretion of the Employer upon application made in advance of the effective date of the leave.
2. Where the purposes for the leave are for advanced study, exchange teaching, or other activity, in each instance related to the bargaining unit member's field or professional duties, or which otherwise ensure to the benefit of the Center, or for the purpose of holding professional or political office, or seeking the latter, upon return from such leave, a bargaining unit member shall receive a salary equal to that which he/she would have received had he/she worked at the Center during such period, exclusive of promotion.
3. A bargaining unit member on unpaid leave shall retain, but shall not accumulate, additional credits toward continuing appointment or sabbatical leave.
4. Applications for leave must be made in writing to the Center Director ninety (90) work days in advance of the date for which the leave is being requested. The time limit may be waived by the Employer in the case of emergency or other mitigating circumstances.
5. Child Care Leave. Specific leaves for the purpose of care of a dependent child shall be granted to a member of the bargaining unit upon notification to the Center Director and application for such leave, provided the applicant has legal responsibility for the care and/or support of said dependent child. The duration of such leave shall be for no more than one (1) year. An extension of such leave may be permitted for a period not in excess of one (1) year from the end of the original leave upon recommendation of the President to the Board of Trustees. Leaves for the purpose of caring for a dependent child shall be granted without pay.

H. Military Leave

1. Military leave shall be granted in accordance with applicable law.

2. Notice of military obligation will be reported to the appropriate Program Coordinator/Supervisor with a copy to the Center Director as soon as orders for military duty are received. Verification of orders may be required.

I. Bereavement Leave

Leave without loss of pay will be allowed for death in the immediate family not to exceed three (3) consecutive calendar days for each death, the last of which, except in exceptional circumstances, shall be the day immediately following the day of the funeral. Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter, or near relative who resides in the same household.

J. Vacation Leave

1. Counselors having a ten-month work year obligation, are not eligible for vacation leave as described in this section.
2. Counselors having a twelve-month work year obligation are authorized and shall accrue vacation at a rate of 6.06 hours per pay period for a total annual accrual of 157.50 hours (21 working days).
3. Vacation leave is accrued on a pay period basis; however, such leave cannot be accrued in excess of three hundred (300) hours with accrual computations being made annually on the first day of September.
4. Vacation should be scheduled to minimize department and Center interruptions. Counselors should schedule vacations to coincide with instructional recesses or periods of reduced student activity.
5. Vacation leave must be approved in writing, in advance, by the appropriate administrative supervisor.
6. Vacation leave may not be taken in less than one (1) hour units except where such use accounts for either a full-day or half-day charge wherein the full day or half day hours assigned includes a half hour unit..
7. Upon written request submitted one (1) pay period in advance, appropriate bargaining unit members may obtain, in advance, salary to be paid during a vacation period where such period exceeds two (2) full weeks
8. On the last effective day of employment with the Center, counselors who resign will be paid at their regular rate through the final date of

employment for all accrued vacation time to a maximum of three hundred (300) hours.

## Article XVII - Insurance

### A. Health Care Coverage

1. For the term of this Agreement, the Center will continue to make available to all full-time bargaining unit members and their eligible dependents, coverage as congruent as possible to the group indemnity, Blue Shield NENY and HMO Capital District Physicians Health Plan Premium \$15 (the primary plans) as existed under the benefit program offered immediately prior to the execution of this agreement. For participants in Blue Shield NENY, or any substitute plan, the Center will provide a self-funded prescription drug co-pay and the co-payment shall be the same as the CDPHP primary plan or substitute therefor. In addition, subject to the provisions of this Article, the Center will continue in effect the existing retirement programs for those bargaining unit members who qualify under such programs and who participate herein. Notwithstanding anything to the contrary in this agreement, as of September 1, 2001, a full-time bargaining unit member or his/her eligible dependent(s) shall not be eligible for, nor may such individual(s) enroll in, elect to enroll in or transfer into either the individual or family primary indemnity plan.
2. The Center may offer alternatives [alternative plan(s)] to the primary plans identified above. It is understood that these are alternatives to the primary plans and enrollment replaces coverage under a primary plan. It is also understood that such alternatives are offered at the discretion of the Center and such alternatives are not subject to any criterion of congruency with primary plans and/or alternative plans.
3. With respect to the primary plans, the Center 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. With respect to the alternative plans, the Center reserves the right to provide as many or as few plans as it deems appropriate without restriction.
4. The Center agrees to attempt to minimize changes by incumbent insurance providers and HMO's (the primary plans) from one plan year to another. However, the Center will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions or deductibles. Provided, however, the practice of reimbursing the \$240 in-patient deductible on the hospitalization portion of indemnity coverage will continue to be in effect regardless of change in provider or changes in plan parameters. All other elements of coverage and

deductibility shall be subject to the criterion of “as congruent as possible” to current plans.

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

B. Long-term Disability

The Center shall continue to provide all full-time unit members a long-term disability insurance plan at benefit levels currently in effect as described in the plan available in the Office of Human Resources. The Center reserves the right to change providers or to self-insure provided that existing benefit levels are maintained or enhanced.

C. Dental Insurance

The Center shall continue to provide to all full-time bargaining unit members inclusive of full-time temporary employees as defined in this Agreement 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.

D. Cost of Insurance

1. The Employer shall contribute towards the premium cost of such programs on the basis of 100% of individual and 85% of dependency premium cost. However, the cost of any premium increase(s) in the dependency coverage portion of the health insurance program shall be borne equally by the Employer and the bargaining unit member. If, however, the Employer effects a savings in the total cost of the health insurance program 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 the dependency coverage, as described.
2. The Center shall continue to pay 100% of the cost of the individual dental and long-term disability coverage.
3. Where both spouses are employees of the Center, at the option of the couple, either two (2) individual policies or one (1) family policy may be elected with the Center paying the entire monthly cost of either two (2) individual policies or one (1) family policy. The policy must be held by the bargaining unit member.

4. Bargaining unit members appointed as of or subsequent to January 1, 1987 to a full-time probationary, full-time temporary, or full-time annual appointment shall contribute to the premium costs of the health insurance plan they select with such contribution adjusted by the conditions contained in Section D(1) above. Employee contributions shall be forty percent (40%) for the first twelve (12) months of service; thirty percent (30%) for the following twenty-four (24) months of service following which they shall be provided coverage pursuant to Section D(1) above.
5. Full-time bargaining unit members appointed as of or subsequent to September 1, 2001 shall contribute forty percent (40%) of the total premium cost of the health insurance plan they select until tenured.

E. Election to Waive Health Coverage

Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the Center Health Insurance Program and may provide for his/her own health insurance. The Employer will place Fifty (\$50) dollars in a trust account each month of this Agreement 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 minimum of three (3) business days' notice.

F. Change of Primary Plan Carriers

In the event of a change of the health insurance carriers or the election by the Center or County to self-insure any one or more of the coverages provided under a primary plan hereunder, such change shall be made only after thirty (30) days notice and a subsequent consultation with the Alliance. The benefits thereafter provided by the new carrier or under a self-insured program shall be as congruent as possible to the benefits provided by the primary plan.

G. Ineligible Bargaining Unit Members

Bargaining unit members who are otherwise ineligible to participate may participate in the available HMO plans, primary or alternative plans offered by the Center at full premium cost of the option selected plus a two (2%) of premium administrative cost. While the said bargaining unit member is on payroll status, all premiums and administrative costs must be received by the Center through payroll deduction.

H. Labor Management Committee

The parties agree to establish a Labor Management Committee to review and make recommendations to the Center concerning possible alternative medical

insurance options. The Committee shall be composed of three members of the Alliance together with the Vice President of Administration, Director of Human Resources and Chief Fiscal Officer of Hudson Valley Community College. From time to time, the Center may make available to the Committee the Center's insurance consultant.

I. 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 Center or County. However, in instances where the Center agrees that an insurance provider may not be meeting its contractual obligations, the Center agrees to contact the insurance provider on the employee's behalf.

Article XVIII - Facilities

A. Employer's Obligation to Provide

Within its capabilities, and to meet the educational objectives of the Center, the Employer agrees to provide instructional, laboratory, office, and storage facilities which are constructed in accordance with all applicable building codes and adequately heated, lighted, and maintained.

B. Unsafe Conditions

No bargaining unit member shall be required to work under unsafe conditions or to engage in activities which endanger his/her health, safety, or well-being.

C. Privacy and Secretarial Assistance

1. Within its capabilities, the Employer will provide full-time faculty with space sufficient to afford privacy necessary for study and advisement of students.
2. The Employer will continue to provide clerical assistance to faculty for preparation of course materials.
3. The Employer will provide telephones for intra-Center usage and for the conduct of Center business.

D. New Construction

In the matter of new construction related to instructional facilities at the Center, the Employer will consult and seek the advice of interested faculty in the preparation of proposals and plans related thereto. Involvement may require the presence of such interested faculty at planning sessions scheduled by the Employer.

Article XIX - Alliance Business

A. Transaction of Alliance Business

Alliance representatives shall have the right to transact business on Center premises at any reasonable time provided the same does not interfere with instruction. The Employer shall make space available to the Alliance upon request on a space available basis.

B. Bulletin Boards

There will be a bulletin board at each Center location agreed upon by the parties hereto under the exclusive control of the Alliance.

C. Alliance Mail

The Alliance may use the Employer's mail system for the distribution of Alliance information to its membership at the several Center locations.

Article XX - Miscellaneous Provisions.

A. Line of Authority

1. Within thirty (30) calendar days of ratification of this Agreement and annually thereafter, the Employer will make available to each bargaining unit member an organizational chart of the Center's Administration, together with a detailed description of the duties, responsibilities, and authority of the various administrators as they relate to the bargaining unit member.
2. The Alliance will be provided with five (5) copies of the Hudson Valley Community College Board of Trustees By-Laws and subsequent amendments.

B. Copies of Agreement

A copy of this Agreement shall be provided bargaining unit members now or hereafter employed.

C. Physical Examinations

Physical examinations which may be required subsequent to employment shall be paid for by the Employer.

D. Faculty Prepared Material

Except in such instances where job content required the development of materials, all patents or copyrights on material developed by faculty members shall be and remain the property of the faculty member involved. Nothing may be sold to students of the Center or of the Hudson Valley Community College except by written arrangement between the Employer, acting by its President or his/her designee, and the instructor involved.

E. Academic Attire

The Employer shall provide academic attire for functions in accordance with protocol.

F. Reprisals

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Alliance or participating in any of its activities.

G. Course Auditing

With the exception of Community Interest Courses, any bargaining unit member shall be privileged to audit or take for credit any course on a non-matriculating basis at Hudson Valley Community College without cost to himself/herself, on a space available basis.

H. Health Services

The Employer shall continue to make available health office services as heretofore.

I. Insurance and Other Benefits

Insurance available to bargaining unit members are as set forth in Article XVII herein. Literature, if any, describing these benefits may be obtained from the College's Office of Human Resources.

Article XXI - Grievance Procedure

The grievance procedure will be as set forth in Appendix B hereto annexed and incorporated herein by this reference.

Article XXII - Term

This Agreement shall be effective as of : September 1, 2007, and remain in effect until August 31, 2011, and from year to year thereafter unless either party shall notify the other, in writing, of a desire to terminate or amend the same on or before February 1, 2011, or before February 1 of any subsequent year.

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

HUDSON VALLEY COMMUNITY  
COLLEGE

EDUCATIONAL OPPORTUNITY  
CENTER ALLIANCE

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

By: \_\_\_\_\_  
President, Educational Opportunity  
Center Alliance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President, Hudson Valley Community College

Date: \_\_\_\_\_

Appendix A - Salaries

A. The minimum annual base salary for full-time instructors shall be:

Effective	Minimum Salary amount
September 1, 2007	\$37,392
September 1, 2008	\$43,605
September 1, 2009	\$45,132
September 1, 2010	\$46,712

B. Each returning full-time bargaining unit member shall, effective September 1st, have his/her previous year's base salary increased as follows:

2007	Four percent	(4.0%)
2008	Three and one-half percent	(3.5%)
2009	Three and one-half percent	(3.5%)
2010	Three and one-half percent	(3.5%)

C. The Center is authorized to grant, at its discretion, merit/equity salary increases beyond the increases stipulated in Section B hereof; implementation of the foregoing is limited to up to five (5) bargaining unit members and a total of \$5,000. Such increases, if granted, become a permanent part of base salary.

D. Optional overload compensation rates for full-time faculty members shall be \$39.23 per contact hour. Full-time faculty on voluntary overload appearing for a voluntary overload class for which no students attend will wait for one (1) hour for students to arrive before leaving the facility. Such faculty will be compensated for one (1) hour of employment.

E. 1. Part-time members shall be compensated at a rate of \$39.23 per contact hour. Part-time faculty appearing for a class for which no students attend will wait for one (1) hour for students to arrive before leaving the facility. Such faculty will be compensated for one (1) hour of employment.

2. Compensation rates for part-time counselors and full-time counselors with optional overload shall be:

2007-2008	\$20.00 per hour
2008-2009	\$21.00 per hour
2009-2010	\$22.00 per hour
2010-2011	\$23.00 per hour

3. Part-time bargaining unit members shall be required to attend mandatory training sessions as may be required for the Employer by federal, state or local statute or regulations and shall not be compensated for such attendance. Such bargaining unit members shall be required to attend other training sessions as may be designated by the Center and shall be

compensated at a rate of \$15.00 per hour for such required attendance. This provision shall be embodied in the job postings for part-time bargaining unit members. The Center will make its best efforts to offer multiple sessions for mandatory and job required training so as to accommodate those bargaining unit members in need of the training.

- F. Upon promotion in rank, the salaries of faculty members so affected shall be increased, in addition, as follows:

<u>From</u>	<u>To</u>	<u>Effective 9/1/01</u>
Assistant Instructor	Instructor	\$ 518
Instructor	Assistant Professor	621
Assistant Professor	Associate Professor	1,500
Associate Professor	Professor	2,000

- G. Effective September 1, 2001, counselors with five years of continuous full-time service at the Center shall be eligible for a non-discretionary longevity award of \$500 effective September 1<sup>st</sup> of the contract year following the completion of the five year service requirement.

Effective September 1, 2001, full-time counselors with designated years of continuous service at the Center as a full-time counselor as outlined below shall be eligible for a discretionary longevity/service award effective September 1<sup>st</sup> of the contract year following the completion of the designated years of required service based on their evaluations in the two immediately preceding years rated at or beyond the “satisfactory” designation.

10 years	\$ 600
15 years	\$ 800
20 years	\$1,000
25 years	\$1,200
30 years	\$1,400

In the event the counselor fails to qualify for longevity/service award at 10, 15, 20, 25 or 30 years of service, such employee shall nevertheless be eligible therefor in subsequent years between eligibility intervals when such employee attains two consecutive evaluation ratings of “satisfactory.”

This proposal shall be applicable also to any counselor that would have been entitled to a longevity/service award during the period from September 1, 1998 through August 31, 2001.

- H. For on-load course assignments scheduled to end after 6:00 p.m., full-time faculty members assigned thereto shall receive a premium of \$100.00 per contact hour for each one-half (1/2) year. Not more than one (1) course will be required in the

evening as part of the full-time load except for faculty members for whom a full-time load cannot be compiled with single-course limitation. Excluded from the foregoing are faculty members in the Machine Tool, Welding, Building Trades, and Life Skills Programs, and the Food Service Programs.

- I. 1. Bargaining unit members who retire, if eligible, may elect the benefits described in Article XVI, Section A, paragraph 7 hereof or, upon written irrevocable notice submitted to the Center Director eighteen (18) months in advance of the effective date of retirement, may elect to receive a lump sum payment for their sick leave accruals in accordance with the following table:

<u>Years of Service at Retirement</u>	<u>Percentage of Accruals for Which Lump Sum Payment Will be Made</u>
5-20 Years, Inclusive	Fifty Percent (50%)
21-30 Years, Inclusive	Forty Percent (40%)
Over 30 Years of Service	Thirty Percent (30%)

- 2. Bargaining unit members not eligible for retirement who have twenty-five (25) years of consecutive full-time service with the Center, upon leaving the employ of the Center are eligible for the benefit described in I. 1. above.
- 3. In the event a bargaining unit member dies prior to retirement, the cash value of fifty percent (50%) of the deceased faculty member's sick leave accruals on the date of his/her death will be paid to the estate of the deceased faculty member.

J. Salary Determination

- 1. Initial salaries for counselors are established at the discretion of the Board of Trustees upon the recommendation of the Center Director and the approval of the President.
- 2. Salary determinations are not subject to the grievance procedure.

K. Overtime

Counselors are not eligible for overtime compensation for services rendered outside the normal work week.

L. Premium Compensation

Premium compensation (bonuses) for faculty members satisfying the conditions of Section VIII (E) (3) shall be as follows:

Twenty-three (23) contact hours	\$250.00 per year pro-rated
Twenty-four (24) contact hours	\$300.00 per year pro-rated
Twenty-five (25) contact hours	\$400.00 per year pro-rated

M. Annual Stipend for Extended Work Year

An annual stipend in the amount as noted below shall be paid to full-time faculty hired prior to September 1, 2008 who elect to modify the work year from one-hundred seventy (170) to one-hundred ninety-five (195) days. The stipend will be payable in two installments.

2008-2009	\$4,904
2009-2010	\$5,076
2010-2011	\$5,254

## Appendix B - Grievance Procedure

- A. A grievance is a claim by any party hereto, a bargaining unit member or group of bargaining unit members in the negotiating unit, based upon interpretation or application of this Agreement.
- B. 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, and the redress sought by the aggrieved party.
- C. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party, the party hereto, and, if any, all parties in interest (any person or party named in the grievance who is not the aggrieved party).
- D. A grievance having Center-wide implications may be submitted by the Alliance directly at Stage 2 described below.
- E. The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours shall be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- F. All parties agree to facilitate any investigation which may be required and to make available, upon request of any party hereto and/or any aggrieved party, any and all material and relevant documents, communications, and records concerning alleged grievances.
- G. Except at Stage 1 of Grievance Procedure, any party hereto, and any party in interest shall have the right in all stages of the grievance procedure to confront and cross examine all witnesses called against him/her, and to testify and call witnesses on his/her own behalf. Should either party desire that minutes be kept or a transcript compiled of any hearing, it shall be the Employer's responsibility to make all necessary arrangements and to cover the cost of all expenses related thereto.
- H. The filing of grievances, serving notices, taking appeals, making reports, and recommendations will be accomplished on the forms jointly developed for this purpose. The Employer shall have these forms duplicated and distributed to the President of the Alliance.
- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- J. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at Stage 1 (a) the Alliance shall be promptly informed of the details of such adjustment. Any grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- K. Every person has the right to bring a grievance and has the right to be represented by a representative of his/her own choice, provided, however, that any grievance finally determined without participation of the Alliance, while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding either of the parties to this agreement in future proceedings.
- L. The Alliance shall be entitled to at least five (5) faculty working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Alliance and may participate therein.
- M. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Alliance, the Alliance may appeal the decision in any such grievance to the next higher stage of the grievance procedure.
- N. Any and all notices which this grievance procedure requires to be given to the Employer may be delivered to the Director of the Educational Opportunity Center, or, in his/her absence, to the person then in charge of his/her office.
- O. The time limits specified hereby may not be extended except by mutual Agreement.
- P. Grievances must be initiated at the first available stage within thirty (30) faculty working days of the occurrence of the event giving rise thereto, or of the date the grievant should reasonably have had knowledge thereof.
- Q. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the grievance shall be deemed to be dismissed.
- R. Failure at any stage of the grievance procedures to communicate a decision to the aggrieved party, his/her representative and the Alliance within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within five (5) faculty working days after the expiration of the period which would have been allotted for the appeal had the decision been communicated by the final day.

- S. In the event a grievance is filed on or after April 1, upon the request of or on behalf of the aggrieved party, the time limits set forth herein may be reduced pro rata by mutual consent of all parties involved so that the grievance procedure may be exhausted prior to the end of the Center term, or as soon thereafter as is possible.
- T. Stages of the Grievance Procedure:
1. Stage 1: Informal
    - a. A bargaining unit member having a grievance will discuss it with the Center Director, either personally and/or by a representative, with the objective of resolving the matter informally.
    - b. If the grievance is not resolved informally within five (5) faculty working days of submission, it shall, within seven (7) faculty working days of submission, be reduced to writing and presented to the Center Director. Within two (2) faculty working days after the written grievance is presented, the Center Director shall render a decision thereon, in writing.
  2. Stage 2: President
    - a. If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall, within five (5) faculty working days of receipt of the decision at Stage 1, file a written appeal of decision at Stage 1 with the President. Copies of the written decision at Stage 1 shall be submitted with the appeal.
    - b. Within two (2) faculty working days after the receipt of the appeal, the President or his/her duly authorized representative shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.
    - c. If the grievance is not resolved as a result of the pre-hearing conference the President or his/her representative shall commence a hearing on the matter within ten (10) faculty working days of the date of the pre-hearing conference. The President shall render decision within five(5) faculty working days after the conclusion of the hearing.

Stage 3: Binding Arbitration

- a. If the Alliance is not satisfied with the decision at the conclusion of Stage 2, the Alliance may submit the matter to arbitration by written submission to the American Arbitration Association, with a copy to the President within five (5) faculty working days of receipt of the decision at Stage 2. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association.
- b. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reason, and conclusions on the issues.
- c. The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the parties.

4. Accelerated Arbitration.

- a. A bargaining unit member holding continuing appointment whose services are terminated by non-renewal or dismissal may submit the matter of his/her termination, either personally and/or by a representative, to accelerated arbitration. Submission shall be effected by service upon the President of notice of intent to arbitrate within fifteen (15) faculty working days of the bargaining unit member's receipt of notice of non-renewal or dismissal or twenty-one (21) calendar days of notice of non-renewal or dismissal if received subsequent to April 30 and prior to August 31. Copy of notice of intent to arbitrate shall be provided the President of the Alliance.
- b. The Streamlined Labor Arbitration Rules of the American Arbitration Association shall apply.
- c. The arbitrator shall not have the power or authority to alter, amend, or change the terms and provisions hereof, or to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.

- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the parties.