

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

MANAGEMENT CONFIDENTIAL EMPLOYMENT CONTRACT

BETWEEN

HUDSON VALLEY COMMUNITY COLLEGE

AND

Name

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

WITNESSETH

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

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

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

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

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

COVENANTS

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

1. OFFER OF EMPLOYMENT

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

2. ACCEPTANCE

Name hereby accepts the College's offer of employment and agrees to perform to the best of their ability, the duties and responsibilities set forth in paragraph 5.

3. TERM OF EMPLOYMENT

The term of this Agreement shall commence on [Publish Date] and has no definite term or duration, and will last only as long as either the College or **Name** desires to continue the relationship.

4. SALARY

The salary offered for the position of [Title] is [Status] and will last only as long as either the College or **Name** desires to continue the relationship. Salaries for all management confidential employees will be reviewed on an annual basis as part of the performance evaluation process and any salary adjustments shall be implemented on September 1 so as to coincide with the start of the College's fiscal year and, except under unusual circumstances, salary adjustments will not be made while the fiscal year is in progress.

5. DUTIES AND RESPONSIBILITIES

The [Title] shall be an administrator of the College reporting to the [Manager] of the College. The [Title] shall be responsible for those duties outlined in their job description attached hereto, goals for the year, the terms of this Agreement and other duties as assigned by the [Manager] and as may be from time to time amended or modified. The job description shall be reviewed on at least an annual basis and updated, amended or modified as necessary.

6. EQUAL EMPLOYMENT OPPORTUNITIES

The provisions of this contract shall be applied equally to all employees eligible for coverage there under without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation, or disability conditions, and governs all College employment policies, practices, and actions including, but not necessarily limited to, recruitment, employment, rate of pay, or other compensation, advancement, upgrading, promotion, demotion, termination, transfer, retrenchment, leave, training, and employee benefits of whatever nature.

7. PROFESSIONAL FREEDOM AND RESPONSIBILITY

- A. The management confidential employee is entitled to freedom in the discharge of their professional responsibilities, but should be careful not to introduce into their work controversial matters which have no bearing on their employment responsibilities.
- B. The management confidential employee, as a member of a learned profession and an employee of an educational institution, with the objective of serving the needs of its community, has definite professional obligations. Central to the concept of professional freedom is a co-requisite of professional responsibility. By signing this agreement to serve as a management confidential employee of Hudson Valley Community College, the employee agrees to act in a manner that is consistent, at all times, with the objectives of the College. The objectives of the College are stated in the annual College Catalog and in the Middle States Self-Evaluation report as well as any other documents that may be created by the

College from time to time.

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

8. JOB DESCRIPTIONS

- A. New job descriptions for personnel in the management confidential classification shall be approved by functional area Vice President/President (if a direct report) and confirmed by the President of the College subject to the overall powers and responsibilities of the Board of Trustees.
- B. Each management confidential employee will annually receive a copy of their official job description through the evaluation process.
- C. Job descriptions are to be reviewed annually with each employee's immediate supervisor, in conjunction with the annual evaluation process and any proposed changes should be described on the evaluation report for consideration by the functional area Vice President/President (if direct report). In the event that an employee and their supervisor 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 Vice President/President (if a direct report) having responsibility for their administrative unit, or, in the case of administrators reporting to a Vice President or whose supervisor reports directly to the President, such appeal may be made to the President of the College. The decision of the Vice President or President shall be final and binding and shall constitute the exclusive remedy of the appeal process.
- D. Except during vacation period or as otherwise approved by the Vice President for Administration and Chief Financial Officer, management confidential personnel are not eligible for compensation for work performed in conjunction with grant and/or contract projects at Hudson Valley Community College.

9. EVALUATION

- A. Performance evaluation is essential for an accurate assessment of the effectiveness of

individual performance and the general efficiency of administrative services. To be most effective, evaluation should be conducted on an on-going basis. However, in order for each employee to have a firm understanding of their performance over a given period of time, as viewed by their immediate supervisor, minimally on at least an annual basis, a written summary evaluation report will be prepared. The evaluation report will be discussed between the employee and their immediate supervisor, with the employee being able to make written comments as they deem appropriate. In the event that an employee feels that their supervisor's evaluation does not truly reflect their performance, the employee may appeal their evaluation up to the Vice President/President (if a direct report) having responsibility for their administrative unit, or, in the case of administrators reporting to a Vice President or whose supervisor reports directly to the President, such appeal may be made to the President of the College. In any event, those statements giving rise to the differences of opinion must be substantiated, or deleted from the evaluation report. The decision of the Vice President or President shall be final and binding and shall constitute the exclusive remedy of the appeal process.

- B. In addition to the formal evaluation procedures described above, anyone generating or receiving reports, letters, memoranda or written material which relates favorably or unfavorably to the capabilities, talent, character, reputation, qualifications or abilities of any person or persons employed by or associated in any capacity with Hudson Valley Community College shall forward a copy of same to the Vice President for Administration and Chief Financial Officer, who has been designated as Records Access Officer under the Freedom of Information Law. The Vice President for Administration and Chief Financial Officer will review the material in question and inform the concerned employee whether or not it has been placed in their personnel records and that they are free to examine the same. In the event that an employee does not agree with the determination made by the Vice President for Administration and Chief Financial Officer as to whether or not a document is to be placed in their personnel records, they may submit a written appeal of that decision to the President of the College, who will make a determination binding on all parties.
- C. No information concerning any individual shall be made public prior to that person having an opportunity to examine the same. Failure to adhere to the aforementioned shall be construed as an infraction of College policy and, therefore, subject to disciplinary action.
- D. The above shall not, however, apply to confidential references furnished by request, where representations have been made to the supplier that any information supplied will remain confidential.

10. SALARY

- A. Management confidential employees will receive an annual salary notification setting forth their salary and title. This notification shall not be considered a new agreement, unless expressly stated in writing signed by both parties hereto.
- B. The salary as stipulated in this contract shall be paid on a bi-weekly basis in twenty-six (26) or twenty-seven (27) approximately equal installments depending upon the number of pay periods contained in the fiscal year.
- C.

11. LONGEVITY COMPENSATION

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

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

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

12. MERIT SERVICE COMPENSATION

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

13. WORK DAY/WORK WEEK

- A. The normal working day is either 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of a designated one hour lunch period for a total week of thirty-seven and one-half (37 ½) hours. Summer hours will be available to management confidential employees consistent with the summer hours afforded those employees covered by the collective bargaining agreements.
- B. However, since management confidential positions carry with it professional responsibilities not measured by the standard work day, it may be necessary to work outside the time frame set forth in paragraph above.
- C. The employee will submit a bi-weekly record of attendance. The submission of this record, approved by the employee’s immediate supervisor, will provide the College with the authority to issue regular salary checks.

14. HOLIDAYS

- A. The following holidays are with pay, where such holidays fall on a normal College work day:

Labor Day	New Year’s Day
Columbus Day	Presidents’ Day
Thanksgiving Day	Good Friday
The Friday following Thanksgiving	The Monday following Easter Sunday
The Day prior to Christmas Day	Memorial Day
Christmas Day	Independence Day
The Day prior to New Year’s Day	

- B. If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday respectively, shall be observed as the holiday; provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such a day will be credited as an additional vacation day to the employee who is required to work on such a day.
- C. The College may designate an alternate holiday to Columbus Day and/or Presidents’ Day upon notice to employees on or before September 1st of the College year in which the holidays fall.

15. VACATIONS

- A. Management confidential employees are authorized and shall accrue vacation in accordance with the following table:

Years of Employment	Accrual Rate per Pay Period	Total Annual Accrual
1 through 10	7.50 hrs.	26 days
More than 10	9.25 hrs.	32 days

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

16. SICK LEAVE

- A. Each employee shall be credited with twelve (12) days of sick leave at the beginning of each fiscal year, i.e., September 1, which will be pro-rated based upon the effective date of employment and the end of the fiscal year (August 31st).
- B. Sick leave may be accrued from year to year with a maximum of 260 days (1,950 hours) accrual.
- C. Up to fifteen (15) days of current and/or accumulated sick leave a year may be used in the event of death or illness within the immediate family. "Immediate family" is understood to mean: spouse, child, parents, foster children, grandparents, sibling, as well as, step-parents and step-children. Use of sick leave in the event of death or illness not within the immediate family will be considered on an individual basis.
- D. Sick leave shall be used in units of one (1) hour. Validation of sick leave usage, may be required in the form of a physician's certificate. In case of scheduled medical or dental appointments sick leave may be used in units of one-half (1/2) hour.
- E. Upon exhaustion of all sick and personal leave accumulations and upon the submission of a physician's verification of total disability, employees shall be entitled to extended sick leave at half-salary equal to one pay period for each year of full-time employment at the College.
- F. Except in emergencies, employees are required to notify their immediate supervisor of their sick leave absence within two (2) hours of the start of their work day.

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

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

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

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

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

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

17. PERSONAL LEAVE

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

accruals without regard to the maximum allowed sick leave accrual limitations.

18. BEREAVEMENT LEAVE

Management confidential employees will be granted up to four (4) consecutive working days without loss of pay in the event of a death in the employee's immediate family. For the purposes hereof "immediate family" shall be: spouse, child, grandchild, foster/step-child, step-parents, parent, grandparent, sibling, mother-in-law, father-in-law, or blood relative residing in the employee's household. The first day of such leave shall be the first work day immediately subsequent to the death of the family member. Separate approval of the Vice President for Administration and Chief Financial Officer will be required in those cases where bereavement leave is not consecutive.

19. JURY DUTY

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

20. MILITARY LEAVE

- A. In accord with Section 243 of Military Law, the College will grant military leave with full pay to all management confidential staff members who, as members of a military reserve unit, perform an ordered military tour of duty up to a maximum of thirty (30) days in any fiscal year.
- B. Note of military obligation will be reported to the immediate supervisor and the Office of Human Resources as soon as orders are received for military duty. Verification of orders may be required.

21. UNPAID LEAVE

- A. A leave of absence up to one (1) year may be granted upon application provided such application is made one (1) semester in advance of the date the leave is scheduled to begin and that such leave is concurrent with the College's academic year or, in the case of child care leave, five (5) months in advance of the date the leave is scheduled to begin. Applications made in variance with this policy will be granted at the discretion of the President.
- B. Leaves covered by this policy include those directly related to professional development, such as advanced study, exchange teaching or other employment; those which allow for a term in a professional or political office; and those for child care.
- C. 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.

22. MATERNITY LEAVE

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

23. WORKER'S COMPENSATION LEAVE

When an employee is absent from their duties as a result of on-the-job injury covered by Worker's Compensation, he/she will be paid at the level of their salary which would otherwise have been due but for said injury (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of six (6) months from date of injury, and no part of such actions will be charged to leave to which he/she may be otherwise entitled.

24. SABBATICAL LEAVE

- A. Sabbatical leaves of absence may be granted to management confidential employees upon application and the sole discretion of the President of the College.
- B. Management confidential employees become eligible for sabbatical leave after the completion of six (6) years of service at the College. Application for a sabbatical leave may be filed during the sixth (6th) or subsequent year of employment, to be effective for the seventh (7th) or subsequent year of employment.
- C. Sabbatical leave recipients and the terms of their remuneration and length of sabbatical shall be determined by the College President. Applications for leave must be made in writing to the President of the College with a copy to the employee's immediate supervisor by January 31 of the year preceding the academic year in which the leave is to be taken. As part of the application for sabbatical leave, employees shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the courses to be pursued and their relationship to the applicant's professional position. Application for leaves for professional or educational experience must state the specific education objective and the direct relationship to the applicant's field of endeavor. Applications should be endorsed by the employee's immediate supervisor with the recommendations and reasons therefor at the time the application is submitted.
- D. Any management confidential employee on sabbatical leave remains an employee of the College and their salary will be subject to the normal deductions for Social Security, income tax, health insurance and other deductions.
- E. Upon return from sabbatical leave, the employee will be restored to the position held prior to the sabbatical leave or to a compatible position, one equal to that had they been in regular attendance at the College during the period of the sabbatical leave.
- F. Following a sabbatical leave, an employee is expected to return and complete full-time service to the College in the ratio of twice the actual time granted on a fully paid sabbatical. For example, a one-semester fully paid sabbatical shall require a return service commitment of thirty-two (32) weeks; a ten (10) week, one-half (1/2) paid sabbatical, shall require a return service commitment of ten (10) weeks. The College may require as a condition precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the employee to return and complete such service.

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

25. RETIREMENT

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

1. Health Insurance Program

- a) An employee eligible to and who does retire under their retirement program shall have the irrevocable option of applying the dollar value of their accumulated sick leave credited to an account for the purpose of insurance premiums during the retirement of said employee.
- b) Individual health insurance premiums shall be paid with fifty percent (50%) employee contribution through accrued sick leave benefit (account), or direct contribution and fifty percent (50%) will be paid by the College. In addition, the College will contribute a portion of the family health insurance premium for retirees with the annual increase in dependency coverage borne equally by the College and the retiree.
- c) At the time of retirement, the retiree may, at their further irrevocable option, have deducted from the dollar value of their accumulated sick leave a sum based upon years of service at retirement as follows:
 - 0–10 years – Sixty Percent (60%) with no amount added to an account to cover payment of the retiree's health insurance premiums.
 - 10–20 years – Fifty (50%) with no amount added to an account to cover payment of the retiree's health insurance premiums.
 - 21–30 years – Forty (40%) with the balance of the value of the sick leave added to an account to cover payment of the retiree's health insurance premiums.
 - Over 30 years – Thirty (30%) with the balance of the value of the sick leave added to an account to cover payment of the retiree's health insurance premiums.
- d) In the event that an employee who has exercised the option available under this section dies prior to exhausting the dollar equivalent of their sick leave accruals, the employee's dependents theretofore (spouse and/or eligible children), if any, shall, so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.
- e) To be eligible for the lump sum payment under paragraph 1(b) at the time of retirement, an employee must have provided the office of the President

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

- f) In the event an employee dies prior to retirement or resignation, at the irrevocable option of the spouse or estate representative of the deceased employee, the dollar value of fifty percent (50%) of the deceased employee's sick leave accruals on the date of their death may be paid in a lump sum to the spouse or estate of the deceased employee; or the sum to which entitled (50% of the deceased employee's sick leave accruals) may be credited to an account for the payment of the premium costs of the College health insurance plan for the deceased employee's surviving dependents as provided in paragraph 1(b) hereof.
- g) Employees shall annually receive a statement as to their sick leave accruals.
- h) For the sole purpose of calculating the value of accumulated sick leave, at the President's sole discretion, may consider all or any portion of any stipend(s) paid to an employee within the last five (5) years of employment of said employee.

2. Retirement System

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

3. Vacation Accruals

The College will pay retirees at their regular salary rate at the time of retirement for all accrued vacation at the time of retirement. For the sole purpose of calculating the value of the accrued vacation of a retiree, the Board of Trustees, in its discretion, may consider all or any portion of any stipend(s) paid to a retiree within the last five (5) years of their retirement.

4. Personal Leave

The College makes no payments for unused personal leave at the time of retirement.

26. RESIGNATION

- A. Management confidential employees shall provide the College with as much advance notice as possible and recommends, at least, no less than thirty (30) working days advance notice of their intent to resign from the employ of the College unless mutually agreed to by both parties for a lesser notification period.
- B. The following terminal benefits will be provided to management confidential employees who resign pursuant to the foregoing.

1. Health Insurance Program

Coverage will continue until the last day of the month in which the employee's resignation is effective; premiums paid by employees for coverage beyond the foregoing shall be refunded.

2. Retirement System

The College will continue to make contributions to the employee's retirement system through the effective date of resignation. Employees with vested rights in a retirement system will retain those rights.

3. Vacation Accruals

Employees who resign will be paid at their regular salary rate through the final date of employment for all accrued vacation time.

4. Personal Leave

The College makes no payments at the time of resignation for any unused personal leave time.

5. Sick Leave Upon Resignation

- a) An employee not eligible to retire under their retirement program who has twenty (20) years of compensated full-time service at the College and who elects to resign shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of their accumulated sick leave. Sixty (60) day advance notice must be given in order to be eligible for this payment.
- b) An employee not eligible to retire under their retirement program who has twenty (20) years of compensated full-time service at the College in lieu of the lump sum payment above outlined may at their option, make an irrevocable election to have the sum to which entitled upon termination as set forth in the above paragraph credited to an account for the payment of their premium cost of the College health insurance plan following resignation under the same terms and conditions as provided for retirees.

27. DISMISSAL

- A. An employee may be terminated during their first year with a payout of ten (10) working days; employees with more than one (1) year but less than five (5) years of continuous full time service may be termed with a payout of thirty (30) working days; employees with more than five (5) but less than ten (10) years of continuous full time service may be termed with a payout of sixty (60) working days; employees with more than ten (10) years but less than fifteen (15) years of continuous full time service may be termed with a payout of ninety (90) working days; and employees with more than fifteen (15) years of continuous full time service may be termed with a payout of one-hundred twenty (120) working days.'
- B. In addition to the payouts set forth in A above, a terminated employee shall receive the terminal benefits as described in 26. RESIGNATION of this contract.

28. INSURANCE

A. Health Care Coverage

The College makes available as primary plans to all full-time employees and their dependents group indemnity, Blue Shield NENY; Capital District Physicians Health Plan Premier \$15; and MVP Co-Plan 15 Plus. 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 HMOs from one plan to another. However, the College will not be responsible for changes unilaterally imposed by an insurance provider or HMO in benefits, co-payment provisions or deductibles. The practice of reimbursing the \$240.00

in-patient deductible of the hospitalization portion of indemnity coverage will continue to be in effect regardless of change in indemnity plan provider or changes in plan parameters. The participants in the Blue Shield NENY Group Indemnity Plan, or any successor plan, are subject to a prescription drug co-pay of five dollars (\$5.00) for Generic drugs and twenty dollars (\$20.00) for other than generic drugs. The co-pay responsibility of such participants shall increase in the same manner as the increase in co-pay responsibility of participants in the Capital District Physicians Health Plan Premier \$15, or any successor plan, provided however, that during this agreement the drug co-pay for participants in the indemnity plan shall not increase beyond ten dollars (\$10.00) for generic drugs and thirty dollars (\$30) for other than generic drugs.

The College may continue to provide alternatives to the three 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.

B. Long Term Disability

The College shall continue to provide all full-time employees 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 College reserves the right to change providers or to self-insure provided that existing benefit levels are maintained or enhanced.

C. Dental Insurance

The College shall continue to provide all full-time employees 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 employees.

D. Cost of Insurance

1. The College shall continue to pay 100% of the cost of individual dental and long-term disability coverage.
2. The employee shall pay twenty-five percent (25%) of the premium cost of their health insurance (individual and dependent coverage) for the first three (3) years of their employment provided however, that if the cost under this subsection is less than the cost under the annually published rates the employee shall pay the cost calculated under published rates. Furthermore, upon the expiration of the three (3) year period, the College shall contribute 100% of the cost of all individual primary health insurance plan coverage for each full-time employee. Moreover, the employer shall contribute to the dependency cost of all health insurance coverage in accordance with the applicable annual published rates posted by the Officer of Human Resources, and the employee will pay the remainder.

E. Election to Waive Health Coverage

Each employee (except employees whose spouses are also covered by an HVCC family plan) may elect to refuse participation in the College Health Insurance Program and may provide for their own health insurance. The Employer will place fifty (\$50) dollars in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect to resume coverage the first of the month following a minimum of three (3) business days' notice.

F. Extent of Coverage

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

29. RETURN TO FULL-TIME TEACHING

- A. Management confidential employees covered by this contract who hold academic rank (an individual who held a tenured faculty appointment prior to appointment) based on prior teaching service at Hudson Valley Community College wishing to return to full-time teaching must submit written notification to this effect by no later than January 1, to be effective for the following academic year. Applications made in variance with this policy will be approved at the discretion of the President.
- B. Management confidential employees who do not hold academic rank may make application for conversion to full-time teaching, which will be approved at the discretion of the President.
- C. When a management confidential employee who holds academic rank based on prior teaching service at Hudson Valley Community College reverts to full-time teaching, they will be assigned to a department consistent with the needs of the College in accordance with their credentials, experience and expertise, and their salary at the time of their appointment to the management confidential position and provided a salary equal to that which they would have received had they remained a member of the teaching faculty.
- D. In the case of a management confidential employee who does not hold academic rank based on prior teaching service who is approved for conversion to full-time teaching, their salary will be at the discretion of the President of the College.
- E. Return to full-time teaching status will cancel the right to accrue vacation as well as those other rights peculiar to the management confidential classification. In the case of unused vacation accruals, management confidential employees reverting to full-time teaching status will be paid for all vacation days not liquidated by the effective date of their change in status. Sick leave accruals at the time of the change in status in excess of the maximum allowed in the Faculty Association agreement will be forfeited.

30. TUITION WAIVER

- A. The College will provide tuition waivers to a management confidential staff member that has a child, children and/or spouse matriculating in any program of study at Hudson Valley Community College.
- B. A Management Confidential staff member may apply for a tuition waiver on behalf of a child/children/spouse for the Fall, Spring and Summer terms. The application period will open eight (8) weeks before a term and will end one (1) week before a term (the term will be defined by Banner). At the discretion of the College, the amount designated for tuition waivers may be changed due to fiscal circumstances in any given year. The required application for a tuition waiver and its submission and payment shall be in accord with the procedures developed by the Office of Human Resources in consultation with the Vice President of Administration and the Chief Financial Officer.

31. CONTRIBUTIONS OR GIFTS

The employee shall not at any time:

- Solicit contributions from other employees, or make a donation intended as a gift for an individual in a higher official position; or
- Accept a gift from members of the faculty or persons on a lower administrative level than themselves.

32. USE OF FACILITIES

Use of College facilities will be in accord with the By-laws and Policies of the Board of Trustees of Hudson Valley Community College.

33. INTERRUPTION OF COLLEGE OPERATIONS

- A. Periodically, due to extreme weather conditions or other emergencies, it will be necessary for the College to cancel classes or to cease operations completely. When such situations develop, the College will have two codes. They are:
 1. **CLASSES ARE CANCELLED:** This means that students and faculty should not report to the campus. All management confidential personnel are expected to report for work.
 2. **COLLEGE IS CLOSED:** All employees are excused from work except members of the security force and those personnel designated by the President to maintain or restore College operations.
- B. Area television and radio stations will be notified of the decision to either cancel classes or that the College is closed. It should be noted that external media outlets most often group school announcements and might misrepresent the College's closing intent. It is, therefore, suggested that management confidential employees call the College's Security Office, or receive communication through email, texts or other forms of communication where they will receive the exact information. Misunderstanding of closing information will not be considered excused leave and such time taken will be chargeable to leave accruals.

- C. When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be communicated to all offices on campus.
- D. When the College is forced to close for a portion of a day or for an entire day, employee time off shall be recorded as “Administrative Leave” (AL): such leave is not charged against any leave category. If classes are cancelled and an employee chooses not to report for work, time missed in such circumstances will be charged to personal or annual leave.

1) **Agreed:**

2) _____

**Hudson Valley Community College
President Signature**

Employee Signature

Date

Date

December 1, 2018

Rev: 7/2021