

**2016-2021**

**Contract**

between the

**Board of Trustees of  
Cayuga County Community College**

and

**Council 66 of the American Federation**

of

**State, County, and Municipal Employees  
Local 932-C AFL-CIO**

**Duration of Agreement**

This contract shall become effective on September 1, 2016, and shall remain in effect until August 31, 2021.


The Board of Trustees and the Local agree that all items of concern to each side have been negotiated and will not be reopened by either side during the life of this agreement, except by mutual consent.

CAYUGA COUNTY  
COMMUNITY COLLEGE

LOCAL 932-C  
AFL-CIO

  
By: Brian Durant      2/6/19  
President                      Date

  
By: Dave Benda      2-6-19  
President                      Date

  
By: Robert Leonard      2-6-19  
Area Representative                      Date

## **Total Agreement**

The following constitutes the entire Agreement between the parties and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

## **Termination and Modification**

This Agreement and any written amendments made and annexed hereto shall be effective as of the 1st day of September, 2016 and shall remain in full force and effect until the 31st day of August 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the DURATION OF AGREEMENT.

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## Preamble

This agreement promotes harmonious labor relations between the College and its employees and employs the principle of collective bargaining. No article or section in this contract should be construed to be in violation of New York State Civil Service Law or any local law, ordinance or statute.

## Article I – Definitions

1. **Applicable Law** – The New York State Civil Service Law, the New York State Education Law and provisions of local laws of the County of Cayuga shall govern the terms and provisions of this agreement.
2. **Local** shall mean Council 66 of the American Federation of State, County, and Municipal Employees and its affiliated Local 932-C.
3. **Employer** shall mean Cayuga County Community College Board of Trustees of Auburn, New York.
4. **Employee** consists of all full-time staff who works in one of the following job titles: Custodian, Senior Custodian, Building Maintenance Helper, Building Maintenance Person, or Building Maintenance Mechanic.
5. **President** shall mean the President of Cayuga County Community College.
6. **Full-time Employee** is one who has been appointed to a permanent position in the classified service by the Board of Trustees and regularly works forty (40) hours per week.
7. **Temporary Employee** shall mean a temporary appointment on a full-time basis to an encumbered position for the duration of an employee's leave of absence or a temporary position on a full-time basis created for a specific length of time after which the position goes out of existence. Temporary employees shall be entitled to receive fringe benefits for which they are eligible, but they shall not acquire seniority or rights to the position.
8. **Classes of Positions** – The classified service shall comprise all offices and positions not included in the unclassified service. The offices and positions in the classified service of the state and of its civil divisions shall be divided into four (4) classes, to be designated as the exempt class, the noncompetitive class, the labor class and the competitive class.
  - A. **Competitive Class** – The competitive class shall include Custodian and Senior Custodian positions for which it is practicable to determine the merit and fitness of applications by competitive examination, and shall include all positions now existing or hereafter created, of whatever functions, designations or compensations in each and every branch of the

classified service, except such positions as are in the exempt class, the noncompetitive class or the labor class.

- B. **Noncompetitive Class** – The noncompetitive class shall include Building Maintenance Helper, Building Maintenance Person, and Building Maintenance Mechanic positions that are not in the exempt class or the labor class and for which it is found by the commission having jurisdiction not to be practicable to ascertain the merit and fitness of applicants by competitive examination.
  - C. **Labor Class** – The labor class shall comprise all unskilled laborers in the service of the state and each of its civil divisions except those whose positions can be competitively examined.
  - D. **Exempt Class** – No office or position shall be deemed to be in the exempt class unless it is specifically named in such class in civil service rules. Upon the occurrence of a vacancy in any position in the exempt class, the state or municipal civil service commission having jurisdiction shall study and evaluate such position and, within four (4) months after the occurrence of such vacancy, shall determine whether such position, as then constituted, is properly classified in the exempt class. Pending such determination, said position shall not be filled, except on a temporary basis.
- 9. **Gender** – Wherever the male or female gender is used, it shall be construed to include both sexes.
  - 10. **Fiscal/Work Year** – September 1 through August 31 of the following year.
  - 11. **Steward** – Employees selected by the local to act as Local representatives shall be known as “stewards.” There shall be only one (1) steward per shift. The names of the employees selected as stewards and the names of other Local officers and representatives who may represent employees shall be certified in writing to the Employer by the Local and the individuals so certified shall constitute the Local Grievance Committee.
  - 12. The words “**shall**” and “**will**” are mandatory and the word “**may**” is permissive.



## Article II – Recognition

### Section One – Recognition

This agreement entered into by the Cayuga County Community College Board of Trustees of Auburn, New York, hereinafter referred to as the “Employer,” and Council 66 of the American Federation of State, County, and Municipal Employees and its affiliated Local 932-C, hereinafter referred to as the “Local.”

The Employer hereby recognizes Council 66 of the American Federation of State, County and Municipal Employees and its affiliated Local 932-C as the sole and exclusive bargaining agent for the maximum time provided by law for the purpose of collective negotiations and the processing of grievances for all full-time permanent Civil Service employees of Cayuga County Community College and Fulton Campus in the classified service with the job title of Custodian, Senior Custodian, Building Maintenance Helper, Building Maintenance Person, or Building Maintenance Mechanic. It is further agreed that temporary and part-time employees are excluded.

During the term of this Agreement, each new permanent Civil Service position created by the Employer which by the job description reports to the Director of Buildings and Grounds shall be included in the unit. The salary or hourly grade of any new position or new job title in the bargaining unit will be established by the Employer and any dispute regarding this salary or hourly grade may be processed under the grievance procedure by the Local.

### Section Two – Nondiscrimination/Equal Employment Opportunity

#### A. Nondiscrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, gender, national origin, religion, marital status, sexual orientation, age or disability. The Local shall share equally with the Employer the responsibility for applying this provision of the Agreement.

#### B. Equal Employment Opportunity

The Employer and the Local jointly agree to the Equal Employment Opportunity Policy of the Board of Trustees of the State University of New York, adopted June 30, 1971. The Employer is an equal opportunity/affirmative action employer and educational institution. The employer actively seeks a diverse faculty, staff and student body and does not discriminate on the basis of race, creed, color, gender, national origin, religion, marital status, sexual orientation, age or disability. The Employer welcomes the physically challenged and does not discriminate on the basis of a handicap in violation of Section 504 of the Rehabilitation Act.

It is the policy of the Employer and the requirement of Title IX of the Education Amendments of 1972, and Part 85 of Title 45 of the code of Federal Regulations, not to discriminate on the basis of gender in educational programs, activities and admission.

The Local agrees to cooperate fully in the development and implementation of an Affirmative Action Program designed to promote the full realization of equal opportunity in employment for all.

#### Section Three – Non-intimidation

The Local agrees not to intimidate or coerce employees into membership and also not to solicit membership on the Employer's time.

#### Section Four – Other Organizations

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining and that the payroll deductions of dues for any such other organization shall not be permitted.

#### Section Five – Local Policy

The Local recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union President or designated Union Steward shall be permitted to travel to the Fulton campus up to five (5) times per calendar year to meet with and confer with Union members assigned to that location regarding Union issues and College matters. The Union President, or designee, shall be permitted to attend scheduled College Board meetings on their own time.

### **Article III – Dues Deduction and Local Security**

#### Section One – Local Membership

Each employee covered by this Agreement is a member of the bargaining unit for the duration of this Agreement

The Treasurer of the Local will provide each new employee with an authorization form whereby the employee may voluntarily indicate his/her desire to have Local 932-C dues deducted from his/her salary. Employees hired after the execution of this Agreement may become a member of the Local thirty (30) days after their hiring date.

## Section Two – Check-off of Local Dues

- A. All employees who are members of the Local shall tender their membership dues to the Local by signing the Authorization for Payroll Deduction of Local Dues form provided by the Local.
- B. An employee who does not elect to indicate his/her desire to have Local 932-C dues deducted from his/her salary shall have, pursuant to Chapter 606 of the Laws of 1992, deductions for Agency Shop Fees.
- C. The Employer agrees to deduct Local membership dues in accordance with the amount certified by the Local to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Local Dues provided by the Local from the pay of all employees who have executed such authorization and any additional deduction for any program made available through the Local.
- D. Payroll deduction of Local dues under the properly executed Authorization for Payroll Deduction of Local Dues form shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.
- E. The aggregate total of all such deductions, together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of New York Council 66, AFSCME, AFL-CIO, Rochester, New York 14626, on or before the tenth of every month.
- F. Any change in the amount of Local dues to be deducted must be certified by the Local in writing and be forwarded to the Employer.
- G. The Local shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in compliance with any of the provisions of this Article.
- H. The Employer agrees to submit to the Local on a quarterly basis a list of new employees hired, their job classification, home address and whether their employment is on a permanent, provisional, seasonal or temporary basis.

## Section Three – Negotiation Committee

The Local may designate up to three (3) delegates to serve as a negotiating committee and such employees shall be paid their regular salary for attending formal contract negotiation sessions when scheduled during their normal working hours.

#### Section Four – Dues and Local Security

UNION REPRESENTATION: The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's supervisor and not to exceed one hour (1) in duration.

### **Article IV – No Strikes – No Lockouts**

#### Section One – Strikes

In consideration for the recognition by the Employer of the Local as sole and exclusive bargaining representative, the Local does hereby affirm the policy that it does not accept the right to strike against the Employer, nor will it assist or participate in any such strike by the employees.

#### Section Two – Lockouts

Accordingly, the Employer agrees that during the term of this Agreement there shall be no lockouts of employees.

### **Article V – Management Rights**

The management of the College and the direction of its employees, including the right to plan and direct operations, schedule and assign work, determine methods, and schedules of operations, to hire, to promote, layoff, suspend, discipline and discharge employees for just cause, are the rights of the Employer. However, the Employer shall comply with the provisions of this Agreement and shall not discriminate against any employee because of his/her membership in the Local.

### **Article VI – Distribution of Agreement**

Within sixty (60) days after the effective date of this Agreement, the Human Resources Office will provide the Local President with one (1) copy of the Agreement for each eligible employee, plus an additional ten (10) copies for distribution to employees hired during the period that this Agreement is in effect.

### **Article VII – Local Field Representatives**

The Employer agrees to permit representatives of the International Union, the Union Council and the Local to enter the premises of the Employer for individual discussion of working conditions with employees and to explain Council-sponsored insurance programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and the Local representative will notify the Employer prior to entering the premises.

## Article VIII – Employment Policies

### Section One – Definitions

- A. Seniority – shall be defined as the date that an employee was first appointed to a permanent full-time position on the regular payroll and followed by continuous full-time service thereafter with the College in a title recognized by this agreement except as modified by Civil Service Law.

The relative seniority of two (2) or more employees hired or appointed on the same date shall be in the order of their hiring or appointments by the hiring or appointing officer.

When an employee completes his/her probationary period, he/she shall be entered on the seniority list retroactive to his/her date of hire. There shall be no seniority among probationary employees.

- B. Continuous Service – The original appointment of an incumbent shall be the date of his/her first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis up to the time of abolition or reduction of the competitive class position. An employee who has resigned and who has been reinstated or reappointed in the service within one (1) year thereafter, shall be deemed to have continuous service. An employee who has been terminated because of disability resulting from occupational injury or disease as defined in the Workers' Compensation law and who has been reinstated or reappointed in the service thereafter shall be deemed to have continuous service.

A period of employment on a temporary or provisional basis, or in the unclassified service, immediately preceded and followed by permanent service in the classified service, shall not constitute an interruption of continuous service. Nor shall leave of absence without pay or any period during which an employee is suspended from his/her position constitute an interruption of continuous service.

- C. Loss of Seniority – Subject to the Civil Service Law, an employee shall lose his/her seniority only upon the following:
- resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
  - discharge;
  - refusal of a recall to employment;
  - layoff for a period exceeding twelve (12) consecutive months.

## Section Two – Probationary Period

- A. Every permanent appointment from an open competitive list and every original appointment to a position in the noncompetitive, exempt or labor class shall be for a probationary period of not less than eight (8) nor more than fifty-two (52) weeks.
- B. Every permanent appointment made from a promotional examination list resulting from an examination admitting noncompetitive class employees shall be for a probationary period of twelve (12) weeks.
- C. An appointment shall become permanent after his/her completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that his/her probationary period is successfully completed.
- D. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time after the completion of the minimum period of service, and on or before completion of the maximum period of service in the manner as prescribed in these rules.
- E. When a permanent employee is promoted or transferred to a position in which he/she is required to serve a probationary period, the position thus vacated by him/her shall not be filled, except on a temporary basis, during such probationary period. At any time during such period, the employee shall have the right to return to his/her previous position at his/her own election. If the conduct or performance of the probationer is not satisfactory, he/she shall be restored to his/her former permanent position at the end of his/her probationary period.
- F. Every promotion and transfer shall be for a probationary period of twelve (12) weeks. If the conduct of performance of the probationer is not satisfactory, his/her employment in such position shall be discontinued at the end of such term.
- G. Probationary employees shall receive all benefits afforded to all regular employees.

## Section Three – Job Vacancies

Whenever a job opening occurs in a civil service job classification, rules and regulations of Civil Service shall be applicable.

#### Section Four – Promotion and Filling of Vacancies

The following procedure will be followed in filling such job openings:

- A. The term “promotion” means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a part-time or temporary situation in any existing job classification, an announcement shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) work days.
- C. During this period, employees who wish to apply for the open position may do so.
- D. The Employer shall fill such job opening or vacancy from among those employees who have applied who meet the standards of the job requirements. Seniority and ability are the factors which will prevail in promotion. If abilities are relatively equal, seniority will prevail. This shall not preclude the Employer from hiring individuals from the outside.
- E. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the trial period, then such employee shall be restored to his/her former position.
- F. Whenever an opening occurs in any position of the bargaining unit, it will be posted within five (5) working days of the opening and filled as soon as possible within existing Civil Service regulations.
- G. The Employer shall provide a current copy of the Civil Service Job Description for Custodian, Senior Custodian, Building Maintenance Helper, Building Maintenance Person and Building Maintenance Mechanic to the Union President.

#### Section Five – Work Rules

- A. The Employer agrees that new work rules or changes shall not become effective until they have been discussed with the Local and posted prominently on the bulletin board for a period of five (5) consecutive days.
- B. Employees shall comply with all work rules until determined to be in conflict with this Agreement through the grievance procedure.

## Section Six – Change of Work Schedule

The Employer may change the time of the beginning or the ending of the work day to suit varying conditions; provided, however, that in order to afford opportunity for joint discussions, changes deemed necessary by the Employer shall be made known to the Local President no less than five (5) work days in advance of such change. Any Change in the work week will be mutually agreed upon by the Local and the Employer. The Employer can then institute the change after five (5) work days of the first notice to the Local President.

## Section Seven – Layoff

A. In the case of job abolishment, reduction in forces, layoff, recall, and personnel changes, the rules shall apply to positions in the competitive and noncompetitive class.

B. Work Force Reduction – the following will apply:

The most junior member(s) in the following job classes (Custodian, Senior Custodian, Building Maintenance Helper, Building Maintenance Person, or Building Maintenance Mechanic) shall be laid off.

An employee cannot bump another employee who has less seniority but is in a higher job classification.

Regardless of seniority, personnel in the noncompetitive class cannot bump positions in the competitive class and vice versa according to Civil Service regulations.

C. The Employer will notify the Local in advance of such impending layoff for purposes of explanation and communication of such reduction. If an employee wishes to bump a member in a lower job classification, he/she must notify the Human Resources Office within seven (7) days.

D. The Employer shall forward a list of those employees being laid off to the Local secretary.

E. Employees to be laid off will have at least thirty (30) calendar days' notice of layoff.

F. When the work force is increased after a layoff, employees will be recalled in order of seniority. Notice of Recall shall be sent to the employee at his/her last known address by certified mail. If any employee fails to report for work within ten (10) days from the date of mailing of Notice of Recall, he/she shall be considered a quit. Written notice of explanation of recall rights shall be sent to the employee at his/her last known address by certified mail.



- G. No new employee shall be hired until all laid-off qualified employees with the same job classification and desire to return to work have been called. Competitive employees shall be governed by Civil Service regulations. Employees in the noncompetitive class shall have recall rights for a two-year period from time of layoff.

Section Eight – Reassignment

If an employee's position is reallocated to a lower salary grade, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions). Said employee shall not be entitled to a salary increase, unless his/her present rate of pay is below the maximum of the lower grade, whereby he/she shall be entitled to the increments of the lower grade until the maximum grade is reached.

Section Nine – Voluntary Quit

Employees who are absent from work for a period of three (3) consecutive work days and fail to notify the Employer shall be considered as having voluntarily terminating their employment, unless an acceptable reason is given to the College.

**Article IX – Work Schedules**

Section One – Definitions

This Article defines the normal work hours and shall not be construed as a guarantee of work hours per day, per week, or work days per week.

- A. Work Day – Eight (8) consecutive hours of work within a twenty-four (24) hour period commencing 12:01 a.m. to 12:00 midnight shall constitute the regular work day.
- B. Work Week – The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.
- C. Work Schedules – employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times.

Section Two – Work Shifts

- A. The Employer will divide the force into no more than three (3) work shifts, subject to Article VIII, Section 6.

FIRST SHIFT: scheduled between 7:00 a.m. and 3:00 p.m. with a thirty (30) minute paid lunch period.

SECOND SHIFT: scheduled between the hours of 3:00 p.m. and 11:00 p.m. or 4:00 p.m. and 12:00 a.m. midnight with a thirty (30) minute paid lunch period.

THIRD SHIFT: scheduled between the hours of 11:00 p.m. and 7:00 a.m. with a thirty (30) minute paid lunch period.

- B. Each shift shall have a regular starting and quitting time and each employee shall be regularly assigned to a specific shift except as may be otherwise stated elsewhere within this Agreement.
- C. SHIFT PREFERENCE. After one (1) year of continuous service on a particular shift, an employee, unless unqualified, may exercise his/her seniority in respect to choice of shift.

When an employee chooses to exercise his/her seniority for choice of shift, he/she may utilize the process with no time restrictions. This procedure may be utilized only when a shift vacancy exists.

- D. In the event of work force reduction on a shift, the least senior member(s) within one of the following job classifications (competitive/ noncompetitive) may be transferred to another shift.
- E. No employee shall have their shift changed as a form of disciplinary action.
- F. The hours of work for custodial staff shall be noon - 8:00 p.m. on Fridays. However, upon reasonable notice by the Director of Buildings and Grounds, one or more employees may be assigned to work 3:00 p.m. – 11:00 p.m. for appropriate coverage. If the 3:00 p.m. - 11:00 p.m. shift cannot be covered by employees volunteering, the shift will be assigned on a rotating basis by the Director of Building and Grounds to maintain College operations, with the understanding that a need in Auburn will be filled with Auburn personnel and a need in Fulton will be filled by Fulton personnel. In no circumstance shall this alteration of the Friday work hours (noon - 8:00 p.m.) result in the payment of overtime. This provision shall expire and sunset on August 31, 2021.
- G. Custodians to work 12:00 p.m. - 8:00 p.m. on the day before the College assessment day.

### Section Three – Overtime

- A. All work performed in excess of eight (8) hours in any one (1) work day or in excess of forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half (1 1/2) for hours worked; provided, however,

there shall be no pyramiding of overtime. The hourly rate shall be determined by dividing the annual salary by 2080.

- B. All hours worked on Saturday or Sunday will be paid for at time and one-half (1 1/2) rate unless Saturday and/or Sunday are part of the employee's five (5) day work week.
- C. An employee called for emergency duty by his/her supervisor in addition to or outside his/her regular scheduled shift shall be paid for a minimum of four (4) hours work at the rate of time and one half (1 1/2).
- D. All overtime recorded during first week shall be posted the following week.
- E. Faculty Student Association overtime will not be counted with regular overtime.
- F. Exchange of Overtime

By notice of no less than three (3) days to the Director of Buildings and Grounds, members shall have the right to exchange Saturday and Sunday overtime assignments.

An employee can exercise the rights of exchange as set forth in F-1 above only after being an employee for six (6) months.

- G. Lunch Period: A twenty (20) minute paid lunch period will be given employees after five (5) consecutive hours of overtime have been completed.

#### Section Four – Overtime Distribution

- A. Overtime work shall be distributed equally to all employees within job classification. There shall be two (2) overtime job classifications, custodial and maintenance. Each new employee will be credited with the same number of overtime hours as the average of other employees. The distribution of overtime shall be equalized within five (5) hours plus or minus for each four (4) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Upon the exhaustion of the list of employees within a particular classification, overtime may then be offered to employees on the same basis in other classifications.
- B. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. In the event that the work is to be performed at the Auburn campus, the overtime will be offered to the employees at the Auburn campus within the job classification first, and if the required number of employees has not been achieved, the overtime

will then be offered to the employees of the Fulton campus within the job classification. In the event that the work is to be performed at the Fulton campus, the overtime will be offered to employees at the Fulton campus within the job classification first, and if the required number of employees has not been achieved, the overtime will then be offered to the employees of the Auburn campus within the job classification. If the employee refuses the assignment, he/she must give 48 hours (2 days) notification prior to the end of the week. The employee with the next fewest number of overtime hours to his/her credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. Employees refusing such overtime assignment will be credited for the accumulation of overtime as having worked such overtime. If overtime work assignments cannot be achieved by employees volunteering, overtime will be assigned to least senior employee(s) within the job classification by the Director of Buildings and Grounds to maintain college operations.

- C. A record of the overtime hours worked by each employee shall be posted on the department bulletin board weekly.
- D. There shall be no discrimination against any employee who declines to work overtime.
- E. If the call-time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 1/2) until the start of his/her regular work shift. The employee shall then be paid for his/her regular work shift at his/her appropriate rate.
- F. Under no circumstances shall an employee be sent home during his/her regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the employee's regular work shift or anytime thereafter.

#### Section Five – Breaks

##### A. Rest Period

All employees' work schedules shall provide for a fifteen (15) minute rest period around the midpoint of each half shift so that at least one (1) employee is always on duty. This rest period will be taken in the building to which the employee is assigned.

Employees required to work beyond their regular quitting time into the next shift, shall receive a ten (10) minute rest period before they start work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

- B. Clean-up Period - Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

Section Six – Subcontracts

The Employer agrees that it will not subcontract any work which would mean the displacement of an employee qualified (as determined by the employer) to perform a similar job. In case of an emergency, the provisions as stated here shall be waived.

Section Seven – Summer Schedule

During the summer schedule (from the Monday after commencement through the Monday two (2) weeks prior to the week identified by the College calendar as “Classes Begin”) each employee will receive one afternoon off (four (4) hours) weekly (Monday through Friday). Friday afternoon will be rotated among employees according to seniority. In the event of a conflict arising among employees desiring the same afternoon, Monday through Thursday, that would result in an operational deficiency, the Employer shall assign benefit according to seniority.

During the College’s Easter/Spring break period, employees will receive one (1) half-day off.

Section Eight – Official College Closing/Emergency Closings

Closings shall be subject to the employee Reporting Procedures for Emergency/Weather Related Closings and Delays (refer to the Employee Handbook, Section A – Policies and Procedures). If an employee is required to report to work, he/she shall receive compensatory time off. The Director of Buildings and Grounds will keep a log of compensatory time to ensure against loss of benefits.

**Article X – Holidays and Vacations**

Section One – Definitions

- A. All eligible employees covered by this Agreement shall be entitled to the following paid holidays:

December 31st	Labor Day
New Year’s Day	Fall Recess Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24
Fourth of July	Christmas Day

- B. Floating Holiday

Each employee shall earn four (4) floating holidays. Floating holidays are selected by the employee [without any restrictions except as stated in Article V]

and approved by the Director of Buildings and Grounds. The employee shall request floating holidays two (2) working days in advance.

New employees must complete six (6) months service to be eligible to take floating holidays.

- C. Whenever any of the designated paid holidays shall fall on Saturday or Sunday, a Monday or Friday as designated by the College shall be observed.

#### Section Two – Pay for Holiday Work

If an employee works on any of the designated paid holidays, he/she shall be paid, in addition to his/her holiday pay, time and one-half (1 1/2) for all hours worked.

#### Section Three – Holiday Work Assignments

- A. If work is required to be performed on a holiday, the Employer will offer such work to employees on an overtime rotation schedule. Employees of the Unit shall perform holiday work assigned on a rotation basis, unless failure to report for such work is due to proven sickness or because of death in the immediate family or other such justifiable reason.
- B. The Employer shall notify the employee assigned, as set forth in A above, at least three (3) working days prior to such holiday assignment.
- C. If such employees so selected fail to report and perform such assigned work, they will be ineligible for holiday pay.

#### Section Four – Vacations

- A. Vacations will, in so far as practicable, be taken in full calendar weeks, but not less than in segments of one (1) day. In the event of a conflict in vacation scheduling, employees with the longest seniority will have the first selection. However, the final right to allot vacation periods and to change such allotment is exclusively reserved to the Employer in order to ensure the orderly operation of the College. Vacation requests of three (3) or more consecutive days shall be submitted to the appropriate supervisor no earlier than six (6) months and no later than one (1) week in advance of the first requested day off.

The College agrees that it shall provide notification to the members of the Union when it determines that it will not permit vacation to be used during any period of time of five (5) or more consecutive days. Such notification will be made in writing and will be provided to each Union member. The notification shall specify the period of time when vacation cannot be taken and the reasons therefore. The notification shall be provided as soon as practical, but not later than four (4) weeks prior to the period to be closed. If the College closes a period after a

union member's vacation request is approved, the union member is entitled to take the approved vacation unless an emergency exists.

- B. For purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one (1) year followed by reinstatement or rehiring into the College service shall not affect the anniversary date of any employee.
- C. The Director of Buildings and Grounds will post all vacation calendars.

Section Five – Vacation Schedule

An annual vacation with pay will be granted to each employee according to the schedule listed below. In computing longevity for vacation credits, an employee's length of service shall be computed from the date of his/her original appointment in the College service to any permanent position, provided that the employee's service with the College has been continuous.

Vacation accrual rates will be computed on the fiscal year. For the purpose of this section only, the year will be considered December 1st to November 30th. Carryover dates and other references to year will refer to December 1st.

<u>Number of Years Of Continuous Service</u>	<u>Vacation Days Earned for the Fiscal Year*</u>	<u>Maximum # of Days Carried Over into New Fiscal Year</u>
1 – 4	15	8
5 – 9	18	10
10 plus	21	12

\* Fifteen (15) vacation days are prorated at 1.25 days per month, eighteen (18) vacation days are prorated at 1.5 days per month and twenty-one (21) vacation days are prorated at 1.75 days per month. One (1) employee from each work group may be granted vacation during restricted period with permission of the supervisor.

Section Six – Unused Vacation

- A. Any employee who is laid off or retired, prior to taking his/her vacation, shall be compensated for the unused vacation he/she has accumulated at the time of separation.
- B. Unused vacation leave will be converted to its biweekly salary equivalent and paid to a specified beneficiary upon the death of an employee.

## Article XI – Leaves

### Section One – Funeral Leave

- A. IMMEDIATE FAMILY – The employee shall be excused from work and paid a maximum of three (3) regularly scheduled work days. The following family members are covered: mother, father, including foster or stepmother or father, mother-in-law or father-in-law, son-in-law, daughter-in-law, spouse, children, grandchildren, brother(s) or sister(s), grandmother or grandfather.
- B. OTHERS – In the event of death of the employee’s aunt, uncle, brother-in-law, sister-in-law, niece, nephew or spouse’s grandparents, the employee shall be excused from work to attend the funeral and paid on a daily basis for the day of the funeral.
- C. The employee must provide written notice to his/her supervisor when using funeral leave. This notice must indicate the person whose funeral is being attended and the number of days the employee will be out of work.

### Section Two – Sick Leave

- A. Sick days are granted at the rate of fifteen (15) days per year (prorated at 1.25 per month). Sick leave is cumulative to a maximum of 260 days.
- B. NOTIFICATION REQUIREMENT: When an employee finds it necessary to be absent from work, it is the employee’s responsibility to ensure that the Director of Buildings & Grounds, or his/her designee, is notified of the anticipated absence as soon as possible, but no later than one (1) hour before the time the employee is scheduled to report for work. Except in extraordinary circumstances, if an employee fails to notify the Director of Buildings & Grounds, or his/her designee, within the time stated, the absence shall not be credited to sick leave and shall be considered time off without pay.
- C. When continuous sick leave exceeds three (3) days or when in the opinion of the employer, a pattern of abuse has developed, the employer may require as a condition of payment, a statement from the employee’s physician certifying the nature of the illness and the probable period of disability. When the employer selects a physician for the examination of an employee, such examination will be paid for by the employer.
- D. Accumulated sick leave shall not be payable at the time of termination of employment whatever the reason, unless a physician selected by the employer certifies that the termination of employment was necessitated by illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals.



- E. Unused sick leave will be converted to its salary equivalent and paid to a specified beneficiary upon the death of an employee. In computing the salary equivalent, one (1) year equals one hundred sixty-five (165) days and the death benefit would be as follows:

$$\frac{\text{unused sick leave}}{165} \times \text{annual salary} = \text{salary equivalent}$$

165

- F. Calculation: The amount of payment for all unused sick leave is to be at the employee's rate of pay in effect on the payday immediately preceding the employee's separation in the event of death.

### Section Three – Job-Related Injury or Disease

- A. An employee who is absent from work because of occupational injury or disease which results in the award of Workers' Compensation, shall be entitled to leave with full pay for the waiting period which is not compensated by the insurance carrier. This waiting period shall not be charged against accumulated sick leave credit. An adjudication by the Workers' Compensation Board as to whether an injury or sickness arose in the course of employment shall be final and conclusive. Before allowing any such leave with pay, the department head may require a physical examination, paid by the College, as a condition of return to work to establish that the employee is able to perform his/her own normal duties and that his/her return to work will not jeopardize his/her own health and safety or that of other employees.
- B. Supplemental Pay: Employees who are unable to perform the duties of their employment because of injuries received in the service of the employer and who receive Workers' Compensation benefits shall receive a supplemental sum equal to the difference between their wages and their compensation benefits for time lost from work.

Such supplemental sum shall be equated to sick leave or accrued vacation time, or other paid leave, based upon the daily wage of the individual. When such leave or accrued vacation or any other paid leave is exhausted, the employee shall receive the ordinary benefits as provided by law.

The use of sick leave, accrued vacation time or other paid leave for supplemental pay as set forth above shall be waived when the employer receives notice in writing from the employee that the employee does not want supplemental pay and elects to receive only the ordinary benefits as provided by law.

DEDUCTIONS: The amount paid in supplemental benefits shall be converted to half (1/2) days at the employee's per diem, rounded off to the nearest one-half (1/2) day fraction and deducted from accrued sick leave or vacation time at the employee's choice.

#### Section Four – Child Rearing Leave

- A. The College will grant child rearing leave of absence without pay to female employees. Requests for such leave of absence shall be made in writing by the employee to the Department Head. Child rearing leave of absence shall not exceed one year.

A recovery period connected with childbirth may be charted to available sick leave. Additional sick leave may be granted if the physician certifies that due to the employee's medical condition, a longer recovery period is required.

- B. The accrual of seniority and other benefits and privileges shall be applied to disability due to pregnancy or childbirth on the same basis as they are applied to other temporary disabilities, except that certification of the disability by a physician may be required.

#### Section Five – Family Illness

The employee may use up to four (4) sick days per year for sickness of parents, spouse or children charged against sick leave credits.

#### Section Six – Unpaid Leave

POLICY. Leaves of absence without pay or fringe benefits not to exceed six (6) months may be granted for any reasonable purpose. Such leaves may be extended or renewed for any reasonable period at the discretion of the employer. The employee may elect to continue health insurance coverage at the group rate at his/her own expense.

REQUEST. A request for leave of absence must be presented in writing by the employee to the Human Resources Director thirty (30) work days prior to the date such leave of absence is requested to take effect, except in the case of an emergency, in which case as much advance notification as possible shall be given.

#### Section Seven – Personal Leave

All full-time employees shall earn two (2) personal leave days with pay each fiscal year of continuous service beginning on September 1st. Except for emergencies a request for personal leave shall be effectuated by completing a request for leave form at least 24 hours in advance.

Personal leave shall not be taken in segments of less than one-half (1/2) days.

RESTRICTION. Except for emergencies, personal days cannot be taken immediately before or after a holiday. If an employee has less than six (6) months service or if said leave impairs the efficiency of the College operation as determined by the administration, personal leave will not be approved.

Extreme personal hardship for employee or his/her immediate family is an exception to the above.

#### Section Eight – Jury Duty

When an employee is summoned for jury duty, he/she shall receive his/her full salary or daily straight time hourly rate for any time necessary or actually missed as a result of jury duty. The College shall be reimbursed by such an employee in the amount of any jury duty fee received by the employee.

In the event an employee works a shift other than the first shift as denoted in Article IX, Section 2, and serves on a jury for more than five (5) consecutive normal work days, he/she shall not be required to report to work and shall receive his/her full salary or daily straight time hourly rate for each additional day of jury duty.

#### Section Nine – Military Leave

- A. Employees covered by this agreement who, as members of the State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service, will be compensated by the College.

Maximum compensation shall be up to 22 work days in any calendar year of employment.

Maximum leave will be up to 30 days in any calendar year of employment.

- B. Employees shall notify the Human Resources Office as far in advance as possible of required military assignments, and not later than the work day following receipt of official notice of such assignments.
- C. It will be the responsibility of each employee to present the Human Resources Office with an official record of the time spent for claimed period of active service.
- D. No employee will be required to apply his/her vacation or personal days any period of mandatory military service.

#### Section Ten – Volunteer Fire Service

Any employee in the Volunteer Fire service who is on active fire duty at the start of his/her shift shall be allowed such time off to be deducted from vacation leave, floating days, or personal leave if he/she so desires, provided proof of such working fire is submitted if requested by the employer.

## Article XII – Benefits

### Section One – Retirement

- A. All full-time employees shall be members of the New York State Employees' Retirement System and their contributions shall continue to be fully paid for by the College except as limited by law pursuant to Section 75-I of the Retirement and Social Security Law.
- B. Unused sick leave may be applied toward additional service credit upon retirement, pursuant to section 41-j of the Retirement and Social Security Law.
- C. Early Retirement Incentive Plan

The College will provide an early retirement plan for all eligible employees who have attained the age of 55 and have completed fifteen (15) years of service.

- 1. Irrevocable written notice of retirement subscribed by the retiring employee must be given three (3) months preceding the retirement date. An exception to this provision may be granted by the administration if they deem it to be in the best interest of the College.
- 2. Early retirement incentive shall be based upon the final year's base contract salary of the retiring employee.
- 3. An employee who elects to retire in the first year of eligibility shall receive a retirement incentive equal to 100% of the final year's base contract salary; during the second year - 80%; during the third year - 60%; during the fourth year - 40%; and during the fifth year - 20%.
- 4. Individuals hired after June 4, 2007 shall not be eligible for the early retirement incentive in Article XII, Section 1, paragraph C.
- 5. Except for retirements to occur between January 1, 2018 and August 31, 2018, there will be a limit of no more than two (2) early retirements per fiscal year.
- 6. The following two individuals will receive the amounts set forth below if they submit their irrevocable written notice of retirement no later than February 15, 2018 with a retirement date no later than August 31, 2018. The February 15, 2018 deadline may be extended by the College upon reasonable explanation by the Union and/or the employee. A reasonable explanation from the Union and/or the employee to extend the deadline will not be unreasonably denied.

- Dale Lamphere – 90% of final year’s base contract salary;
- Joe Bennett – 60% of final year’s base contract salary.

If Mr. Lamphere or Mr. Bennett does not retire by August 31, 2018, he forfeits any right to an early retirement incentive available under this Agreement.

D. 50% Early Retirement Incentive

The following seven individuals are eligible for an early retirement incentive equal to 50% of the final year’s base contract salary, if he or she retires: (1) after reaching age 55; and (2) following his or her tenth anniversary of employment and prior to the employee’s fifteenth anniversary of employment. The provisions contained in Article XII, Section 1, paragraph C, subparagraphs 1, 2 and 5 shall also apply.

- Kathleen Hansen
- Glenn Warner
- Frank Sciortino
- Ernest Leonard
- Mark Becker
- David Benda
- Frederick Rickard

Section Two – Health Insurance

- A. The College shall have the right to change from the current insurance to another plan, provided the benefits of the new plan are equal to or better than the current policy. The College shall notify and provide the Union with a copy of the proposed new policy at least thirty (30) days in advance (when possible) of any change. In exercising this option, the College agrees there will be no lapse in coverage. Should an employee die in service to the College or during retirement, immediate opportunity will be given to the dependents of the deceased to continue in the College health plan at their own expense.
- B. Employees hired prior to September 1, 1994, who retire from the service of the College, will have their health insurance coverage continued as at the time of their retirement.

Employees hired September 1, 1994, through August 31, 2007 with a minimum of ten (10) years of service who retire from the service of the College will have their health insurance coverage continued as at the time of their retirement.

Retirees will pay the same dollar amount in retirement for health insurance coverage as paid at the time he/she retires from the service of the College.

- C. Current bargaining unit members who retire prior to September 1, 2008 shall have retiree health insurance coverage at the rates in effect in 2006-07, as long as the member is otherwise eligible for this benefit.
- D. Employees hired beginning September 1, 2007 with a minimum of twenty (20) years of service who retire from the service of the College will have their health insurance coverage continued as at the time of their retirement.
  - 1. Employee contribution to the “health insurance premium” shall increase as follows; single and family:
 

2007-2008	10%
2008-2009	15%
2009-2010	20%
2010-2011	25%
  - 2. When an employee reaches age 65, he/she must apply for coverage under the Federal Medicare Program. Cost of the Medicare Program will be borne by the College for all employees hired prior to September 1, 2014. Benefits provided under the Health Insurance Program will be applied only after Medicare coverage has been exhausted as provided by the Health Insurance Program.
- E. The health insurance will be furnished for individuals as follows:
  - 1. Employee contributions shall continue to be on a monthly basis.
  - 2. Employees who are eligible for health insurance benefits from the College may elect to waive their right to receive health insurance from the College. If an employee elects to waive his/her right to receive health insurance (either family or individual coverage) from the College, then the College will provide that individual with a cash payment in the amount of 75% of the College’s share of the premium (as stipulated in Article XII, 2-C.1&2) for the plan in effect at the time of the waiver.

The cash payments referenced above shall be reimbursed annually at the beginning of the calendar year following the year coverage is waived. As governed by Section 125 of the Internal Revenue Code, an employee may only change coverage status during the annual enrollment period (November) or via qualifying event as described in the Code.

Full Waiver of Coverage

Employees who are eligible for family or individual coverage electing to waive coverage entirely will be provided with a cash payment determined

by the following formula: (75% X College share of premium cost of the waived plan) = cash payment.

For example:  $75\% \times (\text{gross family premium of } \$5,000 - \$500 \text{ employee co-pay}) = \$3,375$

$75\% \times (\text{gross individual premium of } \$2,000 - \$200 \text{ employee co-pay}) = \$1,350$

### Partial Waiver of Coverage

Employees who are eligible for family and elect to waive family coverage, choosing individual coverage instead, will be provided with a cash payment by the following formula: (75% X [College share of a family premium cost – College share of an individual premium]) = cash payment.

For example:  $75\% \times (\text{gross family premium of } \$5,000 - \$500 \text{ employee co-pay}) - (\text{gross individual premium payment of } \$2,000 - \$200 \text{ employee co-pay}) = \$2,025$

If an employee severs his/her employment with the College for any reason whatsoever, then the cash payment will be pro-rated to the date of severance.

Finally, eligibility for the health insurance buyout is contingent on certification of alternative health insurance coverage.

Effective for payments on January 1, 2016, the cash payment shall not exceed \$8,000 for waiving family coverage; \$4,000 for partial waiver of coverage. Effective for payments on January 1, 2019, the cash payment shall not exceed \$7,000 for waiving family coverage; \$3,000 for partial waiver of coverage.

Effective January 1, 2015, employees may not participate in the health insurance buyout if they receive health insurance coverage through a spouse who is covered by the College or by the County of Cayuga or one of its constituent entities in the Cayuga Health Consortium. In addition, employees whose spouse is covered under the consortium, are not eligible for partial waiver of coverage.

Grandfather Clause: Only those employees who are receiving the health insurance buyout as of May 31, 2017 are eligible to continue to participate in the buyout on the terms described herein. Furthermore, such buyout may only continue as either a Full Waiver or Partial Waiver, as may be applicable and as in effect for the particular employee as of May 31, 2017. All other employees (current or new) are excluded from participation in the health insurance buyout.

- F. Major medical deductible and prescription drug co-payment:
1. The annual major medical deductible shall be \$150 for individual coverage and \$150 per covered person not to exceed \$450 for family coverage.
  2. Effective January 1, 2018 (or as soon thereafter as may reasonably be implemented), a three tier prescription drug plan shall be implemented with edits, with co-payment of \$10.00 for generic prescription drugs, \$25.00 for brand name prescription drugs, and \$40.00 for preferred drugs as part of the health insurance plan. A ninety (90) day supply of mail order drugs shall be available at a co-payment of \$20.00 for generic drugs, \$50.00 for brand name drugs, and \$80.00 for preferred drugs.
- G. Coverage will terminate upon absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability.
- H. Employees with one (1) or more year's continuous service who leave the employ of the employer for reasons other than retirement, resignation or voluntary quit, will have their health insurance continued for sixty (60) days.

### Section Three – Dental Insurance

1. The dental insurance will be funded one hundred (100) percent by the College for the employee only.
2. Employees may participate in the dental plans offered by the County of Cayuga. Employees will be required to pay any additional cost above that which the College pays for its dental plan. Any amount to be paid by an employee will be deducted from the employee's paycheck in equal or nearly equal installments throughout the year.

For example: If the current individual dental plan costs the College \$200 per year and a plan offered by the County and chosen by an employee costs \$300 per year, the employee is responsible for paying \$100.

### Section Four – Flexible Spending Plan

The Flexible Spending Plan shall provide for payroll deductions in accordance with the Internal Revenue code and its implementing regulations for health insurance premiums, dental costs, child care payments and, if permitted, optical costs. The College will assume the costs and responsibility of administering the plan.



#### Section Five – Long-term Disability

Group II Disability Insurance coverage will be funded one hundred percent (100%) by the College.

#### Section Six – Life Insurance

The College will pay one hundred percent (100%) of the premium for a group term life insurance policy for each employee. Each employee's coverage will be equal to one and one-half (1 1/2) times his/her base salary.

#### Section Seven – Workers' Compensation

The employer agrees to cover each employee under the Workers' Compensation Laws of the State of New York.

#### Section Eight – Tuition Assistance

Each employee, their spouse and dependent children will receive a tuition waiver for the balance of tuition not covered by the New York State Tuition Assistance Program. Part-time tuition waiver enrollment will be on a space available basis.

#### Section Nine – College Courses

If an employee wishes to take a course at CCCC which is not available during off hours and is needed to complete a degree or certificate program, he/she will be allowed to do so and make up the time. If the College requires an employee to take a course, no time shall be made up.

#### Section Ten – Clothing Allowance

Employees shall receive a \$250 clothing allowance each fiscal year from the College to purchase clothing and/or shoes to be worn for work. The items purchased will be kept by the employee.

#### Section Eleven – Civil Service Exam

Normally, employees shall be permitted to take Civil Service exams during working hours when the exams are not scheduled on Saturdays. Employees will suffer no loss in pay.

#### Section Twelve – Bulletin Boards

##### A. Local Use

A bulletin board shall be provided for the exclusive use of the Local.

The Local shall have the right to post notices and other communications on the bulletin board in each custodial office area; provided, however, that the content of notices or communications is not derogatory or defamatory.

B. Administrative Use

1. Whenever possible, a calendar of events at the College shall be posted one (1) week in advance.
2. All notices from the Administration to the custodial employees shall be posted immediately on the bulletin boards. Custodial employees should check the bulletin board each day.

**Article XIII – Safety, Health and General**

Section One – Policy

The Employer shall continue to make reasonable provisions for the safety and health of its employees at the College during the hours of their employment.

Section Two – Safety Committee

A joint Safety Committee consisting of one (1) member from the Local and one (1) from the employer will meet to advise management on safety matters, promote safety for the work force, and recommend changes or additions to protective equipment or devices for the elimination of hazards.

Section Three – Medical Emergencies

During the workday an employee may be given up to one (1) hour off with pay for health or medical emergencies. For all other emergencies, the employee is required to make up the lost time.

**Article XIV – Grievance and Arbitration**

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to and is not intended as a substitute or an alternative for any action permitted by or required of the Employer, under any Article of the State or Local Civil Service Law or Rules.

Section One – Definition

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the manner described below.

## Section Two – Grievance Procedure

The purpose of this Section is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure.

All meetings and hearings shall be confidential and conducted in closed sessions. There will be no press releases, except by mutual agreement (in writing) by both parties.

- STEP 1. The Local Steward or other authorized representative of the Local, with or without the employee, shall take up the grievance or dispute with the employee's immediate Supervisor within thirty (30) work days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) work days.
- STEP 2. If the grievance has not been settled, it shall be presented in writing by the Local Steward or other authorized representative of the Local to the Human Resources Director within five (5) work days after the Supervisor's response is due. The Human Resources Director or his/her designee shall respond to the Local in writing within ten (10) work days.
- STEP 3. If the grievance still remains unadjusted, it shall be presented by the Local President and/or his/her authorized representative to the College President in writing within five (5) working days after the response of the Human Resources Director is due. The College President or his/her designated representative shall schedule a meeting within ten (10) working days after receipt of the grievance with the Local Grievance Committee. The College President shall, within ten (10) working days of such meeting, set forth an answer in writing to the Local President.
- STEP 4. Arbitration procedure will be as follows:
- A. In the event that a grievance is unresolved after being processed through all the steps of the Grievance Procedure, no later than thirty (30) calendar days after the Third Step procedures are completed, the College President or the Local may then submit the grievance to arbitration by notifying the other party by registered mail and requesting the Voluntary Arbitration services of the Public Employment Relations Board.
  - B. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.
  - C. The arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer but not in excess of the period above defined, less any other

compensation for personal services that he/she has received from any source during said period. Nothing herein shall preclude the employer from granting additional awards of back pay beyond the above time limits in cases involving extraordinary circumstances.

- D. No decision of an arbitrator or of the Employer in any grievance shall create the basis for retroactive adjustment or other adjustment, in any other case.
- E. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
- F. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room shall be equally shared by the Employer and the Local.

All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

Failure to give answer within the specified time limits detailed above shall automatically move the grievance to the next step.

### Section Three – Grievance Committee

The Grievance Committee shall consist of two (2) employees designated by the Local, who will be afforded such time off, with pay, as may be required:

- A. to attend scheduled joint Grievance Committee meetings and/or
- B. to attend meetings with management pertaining to discharges or other matters which cannot reasonably be delayed.

## **Article XV – Discipline and Discharge**

### Section One – Steps

Disciplinary steps or measures shall include, but not be limited to, the following: (1) oral reprimand; (2) written reprimand; (3) demotion; (4) suspension (with or without pay); (5) discharge.

### Section Two – Procedure

A permanent competitive employee, who has completed his/her probationary period, being charged with misconduct or incompetence shall be served charges and specifications pursuant to Section 75 of Civil Service Law.

Any such employee may choose to waive his/her rights under Section 75 and proceed through the grievance and arbitration provisions as set forth in Article XIV of this agreement.

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any discipline or discharge action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary, except that nothing in this section shall be construed to deny any eligible permanent employee the right to utilize Section 75 and 76 of the Civil Service Law in any disciplinary matter. It is understood that any employee choosing either the contractual grievance procedure or the statutory procedure shall be bound by the procedure chosen and shall not be allowed to pursue both procedures.

### Section Three – Employment Security

Employees who come under Section 75 of the New York State Civil Service Law shall be afforded the full protection of that law as it pertains and relates to removal or other disciplinary action.

Section 75 applies to:

- A. a person holding a position by permanent appointment in the competitive class, or
- B. a person holding a position by permanent appointment in the exempt, noncompetitive or labor class who is an honorably discharged veteran of the armed forces of the United States having served “in time of war” as defined in Section 85, or an exempt volunteer fireman as defined in the General Municipal Law, except one holding the position of private secretary, cashier or deputy of any official or department.

It should be noted that the statute applies only to those in the covered categories who hold their positions by permanent appointment. Consequently, it does not apply to temporary or provisional employees.

All other employees covered by this Agreement, shall be afforded the full protection of Section 75 of the New York State Civil Service Law as it pertains and relates to removal or other disciplinary action.

## **Article XVI – Saving Clause**

### Section One – 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 OR LAW OR BY PROVIDING THE

ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section Two – Saving Clause

This Agreement may be altered, changed, added to, deleted from or modified only through the written consent of both parties; except that if any provision or application of a provision of this Agreement shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. In this event, all other provisions or applications of the Agreement will continue in full force and effect.

**Article XVII – Rates of Pay**

Section One – Annual Salary Schedule

The salary of each returning bargaining unit member will be increased as follows:

2016-2017	\$0
2017-2018	\$0
2018-2019	\$1,000
2019-2020	\$1,000
2020-2021	\$1,250

Section Two – Longevity Increments

- A. Employees will receive annual longevity increments in addition to their base salary as follows effective September 1, 2013:

after completion of 5 years - \$ 500  
after completion of 10 years - \$ 1000  
after completion of 15 years - \$ 1,400  
after completion of 20 years - \$ 1,600

- B. Longevity pay will be included in regular paychecks.

### Section Three – Positions and Minimum Salary Schedule

Salary schedule to read:

	<b>Base Salary</b>				
Pay Title	2016-17	2017-18	2018-19	2019-20	2020-21
Custodian B	\$35,129	35,129	36,129	37,129	38,379
Custodian C	\$38,549	38,549	39,549	40,549	41,799
Custodian D	\$45,367	45,367	46,367	47,367	48,617
Building Maintenance Helper	\$37,488	37,488	38,488	39,488	40,738
Senior Custodian	\$49,778	49,778	50,778	51,778	53,028
Building Maintenance Person	\$39,868	39,868	40,868	41,868	43,118
Building Maintenance Mechanic	\$51,286	51,286	52,286	53,286	54,536

### Section Four – Night Differential

In addition to their base salary, employees who regularly work the second or third shift shall receive a differential of five percent (5%).

### Section Five – Out-of-Title

An employee, appointed by the Director of Buildings and Grounds, who substitutes in a higher classification for more than five (5) days during a fiscal year will be compensated at the higher classification rate.

### Section Six – Pay Day

The wages of employees shall be paid in twenty-six (26) bi-weekly checks per year. Pay dates will be scheduled every other Friday (Thursday for second and third shift employees) unless a holiday coincides with that date, in which case employees will be paid prior to the holiday. When all bargaining units agree on implementation, wages shall be distributed on the 15th and 30th of every month. Each paycheck shall be for approximately 1/24th of the employee's annual salary.

### Section Seven – Radio Compensation

In the event the first shift or the second shift supervisor is absent or unavailable and the College determines that it needs to have a radio worn, then one employee shall be designated by the Union as the radio contact person. The Union shall advise the College at such time as to whom shall serve as the radio contact person.

The option to wear the radio shall be rotated by the Union amongst employees who shall the right to decline such option. However, in the event that no employee voluntarily elects to serve as the radio contact person, then the least senior employee

on the shift shall be so designated. The Union shall be responsible for maintaining the rotation and records pertinent to such rotation.

The employee who serves as the radio contact person shall be compensated an additional (\$1.50) per hour for all hours he/she serves in such capacity. The \$1.50 rate shall be effective November 1, 2014.

The Senior Custodian shall not be eligible for the additional (\$1.50) per hour compensation.

Custodial Unit members shall wear radios on weekends for the purpose of communicating with one another without the additional pay set forth. However, should the purpose go beyond communicating with one another, then the parties shall open negotiations on the matter.

## **Article XVIII – Child Care Center**

### Section One – General

The parties agree to meet within (30) days of the latter of ratification of this agreement by the Union or approval of this agreement by the College to discuss work issues related to the Faculty Student Association child care center located at the College.



**Appendix A**

**Cayuga County Community College Grievance Form**

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Party of Interest

A. State of Grievance

1. Article, Section and/or paragraph being grieved:

\_\_\_\_\_  
\_\_\_\_\_

2. Date of Incident: \_\_\_\_\_

3. Persons Involved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

C. Received by: \_\_\_\_\_ on \_\_\_\_\_

D. Record of Attachments

1. Stage One \_\_\_\_\_

2. Stage Two \_\_\_\_\_

3. Stage Three \_\_\_\_\_

4. Stage Four \_\_\_\_\_

## Appendix B

### Cayuga County Community College Workers' Compensation Form

When an employee is injured on the job and meets the Workers' Compensation eligibility requirements, the following two (2) options are available.

#### **PLEASE READ CAREFULLY:**

#### **Workers' Compensation Option**

- The employee “leaves” under Workers' Compensation which is retroactive to day one after the seven (7) consecutive calendar day waiting period obligation is met (deductible charged against College). The employee will deal directly with Workers' Compensation for reimbursement during the disability period. Reimbursement is approximately 67% based on the previous 12 months earnings, and the employee is deactivated from the College payroll during the period of disability.
- Benefits: retirement contributions would cease during disability period; however, all other benefits would be retained and continue to accrue. When reinstatement is made, retirement contributions would be reactivated.

#### **\_\_\_\_\_ 1/3 X 2/3 College Option**

- During the disability period, retroactive to day one after the seven (7) consecutive calendar day waiting period (deductible charged against College), the employee will receive approximately two-thirds (2/3) of his/her salary (based on the previous 12 months) directly from the Workers' Compensation Board. The College will pay the employee the difference between the compensation payment (2/3's) and their current bi-weekly salary (1/3). Upon receipt of the Workers' Compensation payment, the employee shall present the check to the Human Resources Office so that the dollar amount can be reduced from their pay.
- Benefits:
  - Insurance: Health insurance and life insurance will be retained.
  - Sick Leave: Employee will be assessed one-third (1/3) sick leave day for every day absent against his/her accrued sick leave (whereas two-thirds (2/3) sick leave day will be reimbursed by the Compensation Board) and sick leave would continue to accrue.
  - Vacation Leave: will continue to accrue.

- Retirement: contribution would be made only on funds received from the College (approximately one-third (1/3) of a day). Workers' Compensation does not contribute to retirement.
- Tax purposes: College moneys received are taxable whereas reimbursement received from Workers' Compensation is not.

Signature: \_\_\_\_\_

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

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