

# **Duration of Agreement**

Except as otherwise provided for in the provisions of this contract, this contract shall become effective on September 1, 2022, and shall remain in effect until August 31, 2024.

The Board of Trustees and the Educational Support Professionals 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.

Any party seeking to amend this Agreement may send notice to the other at least ninety (90) days prior to the expiration of this Agreement. The parties agree to conduct meetings for the purpose of collective bargaining during the period of ninety (90) days preceding the expiration of this Agreement for the purpose of attempting to agree upon amendments to this Agreement. In the event that neither party serves notice to amend this Agreement, this Agreement shall continue in full force and effect on a year to year basis until either party serves notice of its desire for modifications.

Cayuga County Community College

Brian M. Durant by: President

Cayuga County Community College **Educational Support Professionals** 

by:

Misty DiGaetano, Co-President

Terrence Ouill, Co-President

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# Preamble

This Agreement entered into by the Cayuga County Community College Board of Trustees of Auburn, New York, and the Cayuga County Community College Educational Support Professionals has as its purpose the promotion of harmonious relations between the Employer and the Educational Support Professionals; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

# **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. Educational Support Professionals shall mean the Cayuga County Community College Educational Support Professionals.
- 3. **Employer** shall mean Cayuga County Community College Board of Trustees of Auburn, New York.
- 4. **Employee** consists of all full-time staff who work in one of the following job titles: audio visual aide, clerk, library clerk, office machine operator, telephone operator, typist, account clerk typist, computer services data preparation clerk, editorial aide, library typist, senior typist, stenographer, computer operator, senior account clerk typist, senior office machine operator, senior stenographer, office manager, principal stenographer, senior college lab technician, payroll specialist, confidential administrative assistant to the provost and VP for academic affairs and confidential administrative assistant to the VP for student affairs, administrative assistant.
- 5. President shall mean the President of Cayuga County Community College.
- 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 thirty-seven and one-half (37 <sup>1</sup>/<sub>2</sub>) 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. However, temporary employees are eligible for pension benefits from the first day of employment.
- 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 secretarial/ technical positions for which it is practicable to determine the merit and fitness of applicants 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 all 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. Appointments to positions in the noncompetitive class shall be made after such noncompetitive examination as is prescribed by the state civil service department or municipal commission having jurisdiction. No position shall be deemed to be in the noncompetitive class unless it is specifically named in such class in the rules. Not more than one appointment shall be made to or under the title of any office or position placed in the noncompetitive class pursuant to the provisions of this section, unless a different or an unlimited number is specifically prescribed in the rules.
- 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 examined for competitively.
- D. Exempt Class The 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. Fiscal/Work Year September 1 through August 31 of the following year.
- 10. 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 the Cayuga County Community College Educational Support Professionals, hereinafter referred to as the "Educational Support Professionals." The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, and other conditions of employment and the administration of grievances arising there under for the term of this Agreement for full-time competitive civil service employees, except the Assistant to the President, Assistant Director of Human Resources and Title IX Coordinator, Human Resources Assistant, Human Resources Associate, Custodians, Senior Custodian, Building Maintenance I and Building Maintenance II and hereby grants the Union unchallenged representation status in the above described bargaining unit for the maximum period permitted by law. It is further agreed 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 is of a clerical or technical nature 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. The Educational Support Professionals will act in an advisory capacity when new titles are created by the Employer.

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, disability, military status, predisposing genetic characteristics, domestic violence victim status or familial status. The Educational Support Professionals shall share equally with the Employer the responsibility for applying this provision of the Agreement.

B. Equal Employment Opportunity

The Employer and the Educational Support Professionals 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, disability, military status, predisposing genetic characteristics, domestic violence victim status or familial status. 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 Educational Support Professionals 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 - Nonintimidation

The Educational Support Professionals 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 - Union Policy

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

# Article III - Dues Deduction and Union Security

## Section One - Dues Deduction

The Employer agrees to deduct from the pay of all employees covered by this agreement the dues, agency shop fees, initiation fees and/or uniform assessments of the Educational Support Professionals and agrees to remit to the Educational Support Professionals all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

# Section Two - Agency Fee

The College agrees to deduct from the salary of the persons in the bargaining unit who are not members of the Educational Support Professionals a fee equal to Union dues and to remit the same promptly to the Educational Support Professionals. Said fee shall be established by the Educational Support Professionals in accordance with the laws of the State of New York. The Educational Support Professionals agrees to establish and maintain a proper refund procedure and to communicate the procedure to each person in the bargaining unit who is not a member of the Educational Support Professionals.

# Section Three - Procedures

The Educational Support Professionals shall certify to the Employer in writing each month a list of its members and of agency shop employees working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, agency shop fees, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount within two (2) weeks following receipt of the statement of certification of the member or agency shop employee and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Educational Support Professionals the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Check-off shall be on a monthly or quarterly basis at the option of the Educational Support Professionals.

When an Employer actually makes a deduction for dues, agency shop fees, initiation fees and assessments, in accordance with the statement received from the Educational Support Professionals, they shall remit same no later than thirty (30) days from the date such deduction was made. All moneys required to be checked off shall become the property of the entities for which it was intended at the time that such check-off is required to be made.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Educational Support Professionals and/or the Employer to pay such dues or agency shop payment in advance.

#### Section Four - Compliance with Law and Indemnification

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Educational Support Professionals or to such other organizations as the Educational Support Professionals may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

The Educational Support Professionals and the individual employees covered by this agreement hereby waive all right and claim to said moneys so deducted and transmitted in accordance with any payroll deduction authorization and relieve the employer and all its officers from any liability thereof. The union agrees to indemnify the Cayuga County Community College from any loss incurred as a result of the deduction of moneys from paychecks of members of the negotiating unit.

#### Section Five - Negotiation Committee

The Educational Support Professionals 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 and other meetings in conjunction with official Union business if approved by the Director of Human Resources when scheduled during their normal working hours.

# Section Six - Educational Support Professionals Meetings and Release Time

Bargaining unit members may meet bi-monthly (once every other month) during work hours without a loss of pay. No approval of the President shall be necessary.

# Article IV - No Strikes - No Lockouts

#### Section One - Strikes

In consideration for the recognition by the Employer of the Educational Support Professionals as sole and exclusive bargaining representative, the Educational Support Professionals does hereby affirm the policy that it does not assert any right to engage in a strike against the Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

## Section Two - Lockouts

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

## Article V – Distribution of Agreement

- A. Taylor Law, Section 204-A: "Every employee organization submitting such a written agreement to its members for ratification shall publish such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification."
- B. 204-A: Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

## Article VI – Employment Policies

#### Section One - Definitions

- A. <u>Seniority</u> is recognized as the employee's length of continuous service with the Employer since last date of hire.
  - B. <u>Continuous Service</u> an employee's continuous service includes only those periods when an employee is on the Employer's payroll and those periods when an employee:
    - 1. is on a leave of absence;
    - 2. is on layoff for no more than one (1) year unless the employee on layoff refuses recall to a job within the one (1) year period; or
    - 3. is absent from and unable to perform the duties of their position by reason of disability resulting from occupational injury or disease provided the

employee returns to their employment within thirty (30) days following the final payment of statutory compensation.

- C. <u>Loss of Seniority</u> subject to the Civil Service Law, an employee shall lose their seniority only upon the following:
  - 1. resignation (except when reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
  - 2. discharge;
  - 3. refusal of a recall to employment; and
  - 4. layoff for a period exceeding twenty-four (24) consecutive months.

#### Section Two - Probationary Period

An appointment shall become permanent upon the retention of the probationer after their completion of the maximum period of service or upon earlier written notice following completion of the minimum period of service that their probationary period is successfully completed.

- 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 promotion and transfer shall be for a probationary period of not more than twenty-six (26) weeks. If the conduct or performance of the probationer is not satisfactory, their employment in such position shall be discontinued at the end of such term.
- C. If the conduct or performance of a probationer is not satisfactory, their 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.
- D. When a permanent employee is promoted or transferred to a position in which they are required to serve a probationary term, the position thus vacated by them shall not be filled, except on a temporary basis, during such probationary term. At any time during such probationary term the employee shall have the right to return to their previous position at their own election. If the conduct or performance of the probationer is not satisfactory, they shall be restored to their former permanent position at the end of their previous.
- E. When an employee completes their probationary period, they shall be entered on the seniority list retroactive to their date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees.

### Section Three - Working Force

In the case of job abolishment, reduction-in-force, layoff, recall and personnel changes, the New York State and Cayuga County Civil Service Laws and Rules shall apply to positions in the competitive class. The College shall provide a 30 day notice of layoff to employees affected by a layoff. In all cases of promotion, the person on the eligible list with the highest seniority may be recommended.

#### Section Four - Promotions/New Positions

- A. The Employer is required by law to follow the rules and regulations of the Civil Service Commission as they relate to hiring, evaluation and promotion. Insofar as possible, the Employer will maintain channels of communication to facilitate promotions within the unit by listing all vacancies as soon as possible and providing all current information on examinations, exemptions, etc.
- B. A notice of such openings shall be posted and distributed to eligible employees in the bargaining unit, stating classification, rate of pay, and nature of the job requirements in order to qualify. Such posting shall be for a period of not less than seven (7) work days before the job is publicly advertised. The Director of Human Resources shall notify all eligible bargaining unit members in regard to newly created and vacated existing positions at least seven (7) working days before publication of such notice.
- C. When an employee receives a promotion, they will be granted a salary increase reflecting an equivalent to the vertical salary difference between the position at which they are presently employed and the position to which they are being promoted.

## Article VII – Personal History Folder

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review their official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain relevant memoranda and documents concerning the employee which contain criticism, disciplinary actions, including any and all warnings, commendation, appraisal, or rating of the employee's performance on their job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in their official personal history folder of which they have not previously been given copies. Employees reviewing their personnel folders shall initial and date the pages when they review them.

# Article VIII – Work Schedules

Section One - Definitions

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

Section Two - Workdays

- A. Work Week: the regular workday shall be Monday-Friday for no greater than 37.5 hours per week exclusive of one hour lunch per day. These 37.5 hours shall be worked between 7:30 a.m. and 5 p.m.
- B. Workday hours will be 9 a.m. to 4 p.m. including one hour off for lunch from commencement to the week of fall orientation, and during January through the Friday prior to spring orientation. During the summer schedule each employee will receive one afternoon off weekly, starting at 12:30 p.m., except in those weeks in which there is a paid holiday or in which an employee uses more than one vacation day.
- C. When a holiday recess begins at or near mid-day, employees may leave one hour later.

#### Section Three - Breaks

A rest period of fifteen (15) minutes shall be provided every a.m. and p.m. session.

#### Section Four - Changes

The Employer may change the date of the beginning or ending of the workday or work week 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 Educational Support Professionals as far in advance of such changes as possible. No employee shall have their hours changed as a form of disciplinary action.

# Section Five - Overtime

Overtime is generally discouraged and will not be approved by the Director of Human Resources unless such overtime is deemed absolutely essential to the ongoing operations of the College. Any time worked in excess of thirty-seven and one-half (37.5) hours shall be compensated at the rate of one and one-half (1.5) the regular straight time rate of pay. Employees are encouraged to use compensatory time when possible.

# Article IX - Holidays and Vacations

#### Section One - Holidays

During the life of this contract employees will be entitled to the following holidays: Labor Day, fall semester recess day, Thanksgiving recess, Christmas break, Martin Luther King, Jr. Day, Winter recess days, Spring Break, Easter Break, Memorial Day and Independence Day. The Educational Support Professionals will have one seat on the calendar committee, which determines and sets the holidays for the year. When separated from Spring recess Holy Thursday and Good Friday may be designated as holidays.

#### Section Two - Vacations

- A. Vacations will so far as practicable, be granted at times most desired by the employee (longer service employees being given preference as to choice), except during the period of registration; but the final right to allot vacation periods and to change such allotments is exclusively reserved to the employee's immediate supervisor in order to insure the orderly operation of the College and must be approved by the Director of Human Resources.
- B. Vacation time will be granted by the department head to employees so long as such vacation time does not impair the efficiency of operations or services. In the event of conflict of granting vacations, employees with the longest seniority will have first selection. Insofar as possible, vacations will be taken in full calendar weeks.
- C. For the purpose of computing the continuity of service, an authorized leave of absence without pay or a break in service not exceeding one year followed by reinstatement or rehiring into the College service shall not affect the anniversary of any employee.

#### Section Three - Vacation Schedule

An annual vacation with pay will be granted to each employee as hereinafter provided. In computing longevity for vacation credits, an employee's length of service shall be computed from the date of their 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 per the number of months of continuous service. Employees may carry over a maximum number of specified days on December 1<sup>st</sup> each year. Employees shall be entitled to vacation as follows:

Number of		Maximum # of Days
months of	Vacation Days	Carried Over on
Continuous Service	Earned	December 1 <sup>st</sup>
0-48 months	16	8
49 – 108 months	19	9.5
109 months plus	22	11

\* Sixteen (16) vacation days are prorated at 1.33 days per month, nineteen (19) vacation days are prorated at 1.58 days per month and twenty-two (22) vacation days are prorated at 1.83 days per month.

Section Four - Vacation Pay

The rate of vacation pay will be computed by dividing the annual salary by 1950 hours.

Section Five - Unused Vacation Pay

- A. Any employee who is laid off, or retired prior to taking their vacation shall be compensated in cash for the unused vacation they have accumulated at the time of separation.
- B. Upon the death of an employee, unused vacation leave will be converted to its biweekly salary equivalent and paid to a specified beneficiary.

# Article X – Leaves

#### Section One - Funeral Leave

- A. In the event of the death of any of the following members of an employee's family: parents, step-parents, grandparents, step-grandparents, spouse, children, stepchildren, grandchildren, step-grandchildren, brother, step-brother, sister, stepsister, mother-in-law or father-in-law, the employee shall be excused from and paid a maximum of three (3) scheduled work days (or for fewer scheduled work days as the employee shall be absent) to be used either consecutively or non-consecutively as may be approved by the College within 24 hours of receipt of notice of the need for leave. In the event the College requests documentation regarding the need for bereavement leave and it is not provided, bereavement leave will not be approved. In no event shall the use of bereavement leave result in an employee working overtime.
- B. In the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the employee shall be provided with one bereavement leave day in the same manner as paragraph A. above.

### Section Two - Sick Leave

A. Sick days may be used for an employee's illness or medically related appointment or for illness or medically related appointments for members of the employee's immediate family. Immediate family is defined as anyone covered under the Family and Medical Leave Act of 1993 (FMLA). Employees may not draw upon the College's Sick Leave Bank for sick days used for family illness or medically related appointments. The College's Human Resources Office may request and the employee shall provide explanation and appropriate documentation of any sick leave used for family illness or medically related appointments which exceed six days in a fiscal year. This provision regarding use of sick leave for family illness and medically related appointments shall be monitored by the Human Resources Office during the fiscal year for impact upon the College's operation. If no negative impact results to the College during that year, the provision cited above will be renewed for the succeeding fiscal year. Sick days are granted at the rate of 17 days per year (pro-rated at 1.42 days per month).

- B. Employees shall be allowed seventeen (17) days of sick leave per year, pro-rated monthly, accumulating to a maximum of 240 days.
- C. Medical Certification

An employee may be required by the Employer to produce a doctor's certificate for a claimed day of sickness or disability.

D. Unused Sick Leave - Death Benefit

The beneficiary of the employee will be compensated in cash for any accumulated unused sick leave in the event of death of the employee. In computing the salary equivalent, one year equals one-hundred sixty-five (165) days and the death benefit would be as follows:

<u>Unused sick leave</u> X annual salary = salary equivalent 165

Section Three - Sick Leave Bank

A Sick Leave Bank has been established for members of the negotiating unit under the following conditions:

- A. All contributions will be voluntary.
- B. Any employee in the negotiating unit is eligible to participate.
- C. The Sick Leave Bank may only be used for prolonged catastrophic and serious disabilities, illnesses, or pregnancies with complications. It is not to be used for a normal, full-term pregnancy.
- D. Each employee enrolling in the bank will donate two days of their sick leave to the bank each year until there is a maximum equal to 100 days. No more days will be added, except by new membership, until the bank is depleted to 50 days.
- E. If a member withdraws from the Sick Leave Bank, they cannot rejoin the Sick Leave Bank for one year from the time they withdraw. A person withdrawing from the Sick Leave Bank will not be able to withdraw the contributed days.

- F. A person will not be able to withdraw days from the bank until their own sick leave and vacation leave have been depleted.
- G. A maximum of 30 days each school year may be drawn by one individual from the bank.
- H. A maximum of 90 days each school year may be drawn by all individuals. However, in cases of extenuating circumstances, the cap may be exceeded by the mutual consent of the Educational Support Professionals and the Director of Human Resources.
- I. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- J. Each person seeking to withdraw days from the bank must submit to the committee a Sick Leave Bank application (see Appendix D), a written statement from a doctor detailing the approximate length of the disability and the date of return to work. The final decision to allow use of Sick Leave Bank days shall rest with the committee.
- K. The Educational Support Professionals will administer this bank and supervise its operation under the procedures to be worked out between the Educational Support Professionals and the Director of Human Resources. The Educational Support Professionals will submit a detailed report of the operation and use of the Sick Leave Bank including but not limited to, the names of the individuals using sick days, the number of days used by each individual, the type of involuntary disability or illness, and the manner of certification of disability or illness. The report shall be submitted on or before February 15 and July 15 of each year.
- L. By October 15 of each year, the names of contributing members to the Sick Leave Bank will be given to the Director of Human Resources.

# Section Four - Job-Related Injury or Disease

When an employee is injured while on the job and meets the Workers' Compensation eligibility requirements, two options are available (See Appendix A). The employee must pick one of the two options and is bound by that choice through the term of the disability.

### Section Five - Parental Leave

The College will grant parental leave of absence without pay to employees. Requests for such leave of absence shall be made in writing by the employee to the Department Head. Parental leave of absence shall not exceed one year.

A recovery period connected with childbirth may be charged to available unused sick leave (up to six [6] weeks). Additional sick leave may be granted if the physician certifies that due to the employee's medical condition, a longer recovery period is required. 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.

Effective September 1, 1999, upon the exhaustion of a unit member's accrued leave (inclusive of sick leave, personal leave and vacation) the College will pay 50% of the cost of an employee's health care plan for not more than six (6) months.

Section Six - Unpaid Leave

- Employees shall be eligible for leaves of absence not to exceed one year after two
   (2) years of service.
- B. Requests for such leave shall be submitted in writing to the Director of Human Resources stating the reason and the length of time desired. Such requests will be answered in writing within ten (10) days.
  - C. Employees on unpaid leave shall not accrue seniority nor shall receive benefits. Those on leave shall retain their seniority, job title, accrued sick leave and accrued vacation days. They will, upon their return, be assigned to the same duties they held when the leave commenced, if said position is available. Employees may continue the Health Insurance by paying the premium themselves after expiration of paid coverage.
  - D. Employees may be granted an unpaid leave for extended illness by the President for a period not to exceed one year subject to the following conditions.
    - 1. All sick leave has been exhausted, and;
    - 2. All vacation leave has been exhausted, and;
    - 3. All compensatory time has been exhausted, and;
    - 4. The employee has a doctor's certificate indicating incapacitation and length of recuperation. The College reserves the right to require examination by an independent physician.

Section Seven - Personal Leave

**ELIGIBILITY** – All full-time employees shall earn three (3) personal days with pay each fiscal year of continuous service beginning on September 1<sup>st</sup>.

Except for emergencies a request for personal leave shall be effectuated by completing an Employee's Leave Request/Authorization form at least 24 hours in advance.

Personal leave shall be taken in segments of no less than one-half  $(\frac{1}{2})$  day.

### Section Eight - Jury Duty

When an employee is summoned for jury duty, they shall receive their full salary or daily straight time hourly rate for any time necessarily 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 less expenses.

## 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. Compensation for such periods shall be an amount equal to the difference between the employee's pay at the time they enter on such active service for their regularly scheduled hours of work and their military pay provided their military pay is less than the employee's regular compensation for up to thirty (30) days of such required military duty, in each calendar year of their employment.
- B. Employees shall notify the Human Resources Office as far in advance as possible of required military assignments, and not later than the workday 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 their vacation or personal days to any period of mandatory military service.

# Article XI – Benefits

## Section One - <u>Retirement</u>

- A. All full-time employees who are eligible 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 towards 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 at least the age of 55 and upon completing 15 years of service.

1. Except in the case of a layoff, irrevocable written notice of retirement subscribed by the retiring employee must be given thirty (30) days 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. The incentive will be paid as follows: during the first year of eligibility 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%.

Employees hired after September 1, 2014 are not eligible for the early retirement incentive.

- 4. At the end of a full-time bargaining unit member's 20<sup>th</sup> and 25<sup>th</sup> year of service there will be a one-year "window" during which an employee who is not eligible for retirement can resign and receive a payment of 100% of their final year's base salary. The incentive payment is guaranteed for those employees who declare (three months in advance) their intention to resign that year.
- 5. Employees who resign under the provisions of Item 4 will have their health insurance benefits maintained, if they desire, provided the employee pays one-half of the insurance premium until they reach age 55. At age 55 health benefits will be fully provided by the College as specified in Article XI, Section Two (Health Insurance). In the event the Educational Support Professionals agrees to limit health insurance benefits for retirees, such limitation shall be applied to employees who resign under this provision.

## Section Two - Health Insurance

A. Employees hired on or prior to September 1, 2009, must have a minimum of ten years of service to have their health insurance continued at the time of their retirement.

Employees hired after September 1, 2009, must have a minimum of twenty (20) years of service to have their health insurance continued at the time of their retirement.

Employees hired after January 1, 2019 shall not be eligible to have their health insurance continued at the time of their retirement.

B. Any member who retires on or before December 31, 2012 shall pay the same dollar amount toward the premium in retirement for health insurance coverage as paid at the time they retire from the service of the College.

Any member who retires on or after January 1, 2013, shall pay the percentage toward the premium in effect at the time they retire from the service of the College.

C. When an employee reaches age 65, they 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, 1999. Benefits provided under the Health Insurance Program will be applied only after Medicare coverage has been exhausted as provided by the Health Insurance Program.

- D. The health insurance will be furnished for individuals covered by paragraphs B and C as follows:
  - 1. Effective September 1, 2011, the Individual will pay twenty-five (25) percent of the premium cost for family or individual coverage. The College shall be responsible for paying the remaining costs of such health insurance coverage. It is understood by the parties that the health insurance contribution shall remain at 25%.
  - 2. Employee contributions shall continue to be on a monthly basis.
  - 3. Effective January 1, 2021, the cash payment will not exceed \$7,000 for waiving family coverage; \$3,000 for waiving family to individual coverage; and \$2,000 for waiving individual coverage. Effective January 1, 2022, the cash payment will not exceed \$6,000 for waiving family coverage; \$2,000 for waiving family to individual coverage; and \$1,500 for waiving individual coverage.<sup>1</sup>

Effective January 1, 2015, the cash payment will not exceed: \$8,000 for waiving family coverage; \$4,000 for waiving family to individual coverage; and \$2,000 for waiving individual coverage.

4. <u>Grandfather clause</u>: Only those employees who are receiving the health insurance buyout as of September 1, 2018 are eligible to continue to participate in the buyout on the terms described herein. Furthermore, such buyout may only continue as either Full Waiver or Partial Waiver, as may be applicable and as in effect for the particular employee as of September 1, 2018. All other employees (current and new) are excluded from participation in the health insurance buyout.

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 coverage

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

<sup>&</sup>lt;sup>1</sup> This payment is earned in a particular year and paid out the following year. For example, the cash payment to be received in 2022 for waiving family coverage in 2021 shall be \$7,000. The cash payment to be received in 2023 for waiving family coverage in 2022 shall be \$6,000.

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

For example:	75% X (gross family premium of \$5,000 - \$500 employee co-pay) = \$3,375
	75% X (gross individual premium of $2,000 - 200$ 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% X (gross family premium of \$5,000 - \$500 employee co-pay) - (gross individual premium payment of \$2,000 - \$200 employee co-pay) = \$2,025

If an employee severs their 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 January 1, 2015, employees may not participate in the health insurance buyout if they receive health insurance coverage through a spouse who is covered either by the College or by the County of Cayuga or one of its constituent entities in the Cayuga Health Consortium.

- E. 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, 2020, prescription co-pays will be \$10/\$25/\$40 (with edits) for generic/preferred/name brand for retail pharmacy and \$20/\$50/\$80 for mail order pharmacy (90 day supply).
- F. Employees with one (1) or more year's continuous service who leave the employ of the College for reasons other than retirement or termination, will have their health insurance continued for sixty (60) days.
- G. In the event of a layoff within the unit; the affected employee would be allowed to continue the health insurance plan under COBRA provided they pay their own premiums. This becomes effective after the sixty (60) days of coverage described in paragraph "F".

H. 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.

Section Three - Dental Insurance

8.3 Dental Insurance

- A. The dental insurance will be funded one hundred (100%) by the College for the employees single College coverage only.
- B. Effective April 1, 2001, 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.

#### Section Four - Flexible Spending Plan

A Flexible Spending Plan has been established by the employer.

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, childcare payments and if permitted, optical costs. The College will assume the costs and responsibility of administering the plan.

#### Section Five - Long-Term Disability Insurance

Disability insurance coverage will be funded one hundred (100) percent by the College.

#### Section Six - Life Insurance

The College will pay one hundred (100) percent of the premium for a group term life insurance policy for each employee. Each employee's coverage will be equal to 1 ½ times their 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

- A. 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.
- B. One job-related noncredit course per semester for skill building will be allowed for the employee. Permission of their immediate supervisor shall only be required if said course is during the workday.

- C. Employees may apply for permission to enroll in one job-related credit course offering per semester during normal work hours. Application is made to the employee's immediate supervisor. The supervisor judges course relevance and staff workload requirement. Approved applications are forwarded to the Human Resources Office.
- D. Tuition waivers for not more than one (1) non-job related noncredit course per semester will be allowed for the employee, on a space available basis in those courses in which the instructors stipend is not a function of the number of course enrollments. Tuition for the one (1) non-job related noncredit course shall not exceed \$400.

### Section Nine - Examination Days & Development Fund

Permanent employees will be allowed time off with pay to take promotional and open competitive civil service examinations. Provisional employees shall be permitted time off with pay to take civil service examinations in connection with the position in which they are serving.

The Civil Service promotional examination fee shall be paid from the Educational Support Professionals' Development Fund. The Educational Support Development Fund shall have a total of \$4,000 for the 2006-2007 fiscal year and shall be utilized to fund these types of fees. The fund will continue to be increased in 2008-2009 to \$4,250 and in 2010-2011 to \$4,500.

## Article XII – Grievance Procedure

Section One – Purpose

It is the policy of the Employer and the Educational Support Professionals that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that this procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement.

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 Two - Definitions

- A. A *"Grievance"* is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "Employee" is any person in the unit covered by this agreement.

- C. An *"Aggrieved Party"* is a member of the unit or group of members of the unit who submit a grievance or on whose behalf it is submitted, or the Educational Support Professionals.
- D. "Days" means office staff workdays.
- Section Three Submission of Grievances
  - A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with their immediate supervisor
  - B. If not resolved, the grievance shall be submitted to the Human Resources Office in writing on a form approved by the College and the Educational Support Professionals (See Appendix B). It shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved member.
  - C. The right to grieve shall be forfeited within thirty (30) office workdays after the aggrieved party knew or should have known of the events or conditions on which it is based.
  - D. A member or a group of members of the unit or the Educational Support Professionals may submit a grievance.
  - E. Any grievance committee meeting with the employees shall be held during work hours on the Employer's premises and without loss of time or pay.
  - F. Grievance Committee members may investigate and process grievances during work hours without loss of pay. All time taken under E and F shall be reported to the Human Resources Office.

## Section Four - Grievance Procedure

- A. STEP ONE The employee shall present the basis for their dispute to their Union representative who shall advise them of their rights and assist the Employee. The presentation shall be written. Grievances must be raised within thirty (30) working days of their occurrence as provided in Section Three-C above. The Director of Human Resources shall respond in writing within five (5) workdays of the presentation of the grievance or the grievance may be appealed to Step 2.
- B. STEP TWO The second step of the grievance procedure shall be between the Educational Support Professionals Business Agent, or other representative of the Educational Support Professionals, and the President, or their designated representative. The presentation of the grievance shall be within seven (7) working days of the end of Step 1 unless extended in writing by mutual agreement. The

President or their representative shall respond in writing within ten (10) working days of the presentation of the grievance or the grievance may be appealed to arbitration.

- C. In the event the Educational Support Professionals is not satisfied with the determination with respect to a grievance, it may, within fifteen (15) workdays after receiving the determination, refer the grievance to arbitration by the American Arbitration Association. A copy of such demand shall be served upon the President.
- D. All meetings and hearings up to Arbitration shall be confidential and conducted in closed sessions.

Section Five - Arbitration

- A. The AAA procedures for the selection of an arbitrator will be followed.
- B. The arbitrator's decision will be in writing and will set forth their findings, reasonings, and conclusions on the issues submitted only. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall not have the authority to add to, subtract from or modify the express provisions of this agreement or any provisions incorporated by reference therein.
- C. The cost of arbitration will be borne equally by the College and the Educational Support Professionals. Expenses of witnesses, if any shall be borne by the party calling the witness.

#### Article XIII – Discipline and Discharge

### Section One - Steps

Disciplinary action 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

Permanent Competitive Employees: A permanent competitive employee being charged with misconduct or incompetency shall be served charges and specifications pursuant to Section 75 of the Civil Service Law.

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

Disciplinary action may be imposed upon an employee only for failing to fulfill their 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.

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

# Article XIV - 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 of 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 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 XV – Rates of Pay

Section One - Annual Salary Schedule

A. 2022-2023 Fiscal Year

Effective September 1, 2022, each member of the Educational Support Professionals will receive \$1,300.00 added to their 2021-2022 base salary.

B. 2023-2024 Fiscal Year

Effective September 1, 2023, each member of the Educational Support Professionals will receive \$1,350.00 added to their 2022-2023 base salary.

# Section Two - Longevity Increments

A. Employees will receive annual longevity increments in addition to their base salary as follows:

after completion of 5 years - \$	400
after completion of 10 years - \$	800
after completion of 15 years - \$	1,200
after completion of 20 years - \$	1,500
after completion of 25 years - \$	1,700

- B. Longevity pay will be included in regular paychecks.
- C. Employees on a reduced work year will receive the appropriate fractional longevity increment consistent with the employees' length of service.

Section Three - Positions and Minimum Salary Schedule - Twelve (12) Months

COLLEGE MINIMUM SALARY SCHEDULE				
Year & Increase	'22-'23 \$1,300	'23-'24 \$1,350		
AV Aide, Clerk, Library Clk, Office Machine Operator, Telephone-Operator, Typist	42,763	44,113		
Account Clk Typist, CS Data Preparation Clk, Editorial Aide, Library Typist, Sr Office Machine Operator, Sr Typist, Stenographer	44,007	45,357		

CAYUGA COUNTY COMMUNITY COLLEGE MINIMUM SALARY SCHEDULE				
Year & Increase	'22-'23 \$1,300	'23-'24 \$1,350		
Comp Operator, Sr Account Clerk Typist, Sr Steno, Confidential Admin Asst to the Provost and VP for Academic Affairs, Confidential Admin Asst to the VP for Student Affairs, Admin Assistant	46,619	\$47,969		
Office Manager, Principal Steno	49,106	50,456		
Sr Nurse Lab Tech	52,210	53,560		
Accountant	57,500	58,850		
Payroll Specialist	64,139	65,489		

\* Employees who are employed for less than twelve (12) months will receive a prorated salary based upon months worked and will receive the appropriate fractional raise consistent with their grade.

## Section Four - Pay Day

The wages of employees shall be paid in 26 bi-weekly checks per year. Pay dates will be scheduled every other Friday unless a holiday coincides with that date in which case employees will be paid prior to the holiday.

#### Section Five - Night Differential

Employees who regularly work an evening shift/split shift shall receive, in addition to their base salary, a differential of five (5%) percent.

# Article XVI - Excellence Award

The President in their discretion, may award \$500 bonuses (not to be added to base salary) to Educational Support Professionals on the basis of excellent performance. Award bonuses shall be limited to one (1) each fiscal year.

# Article XVII – Committees

Upon request by the ESP for inclusion of an ESP member on a college wide committee, an ESP member shall be appointed to such committee. In addition, when search committees are formed for the positions of Dean, Associate Vice President, Vice President or President, an ESP member shall be appointed to such committee.

# **Article XVIII – Performance Evaluations**

Parties shall meet within ninety (90) days of execution of this agreement for the purpose of discussing a performance evaluation process.

## Appendix A

## 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 their 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 their 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:

# Appendix B

# Cayuga County Community College Grievance Form

Na	me of Grievant Date File
-	Party of Interest
Sta	te of Grievance:
1.	Article, Section and/or paragraph being grieved:
2.	Date of Incident:
3.	Persons Involved:
4.	Description:
Re	lief Sought:
_	Signature of Grievant:
Rec	eived by: on
	cord of Attachments:
1.	Stage One
2.	Stage Two
3.	Stage Three

# Appendix C

Cayuga	Community College Educational Support Professional	s
	Development Fund Application	

- 1

APPLICANT'S NA	ME		FOR ESPDF USE ONLY
Last	First	MI	Date Received
DEPARTMENT	RANK	ζ	Previously Applied?
FSPDF Request Peri	od		[] Yes [] No
Fromto			If yes, date
			Amount Received
PROJECT TITLE	ESPDF FUND	S REQUESTED	PROJECT SITE [] On Campus [] Off Campus [] Both
1. Brief description of	of proposed project.		
	of proposed project.		
2. Proposed budget	of proposed project. t per credit hour)		
2. Proposed budget			
<ol> <li>Proposed budget</li> <li>A. Tuition (cos</li> <li>B. Mileage</li> </ol>			
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RETURN TO ESPDF COMMITTEE

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			Cayuga Co	mmunity College	
			- Educational Su	upport Professionals –	
			Sick Leave	Bank Application	
Nan	ne:			Date:	
Ran	k/Positio	on		Starting date of leave:	
refe	to the	appropria		the economic effects of a long-term illness. Please tract/agreement for specific provisions of the Bank. in confidential.	
1.				plying to the Sick Leave Bank (re: nature of oblysician's documentation of illness.	
2.		e you prev ves, when		Sick Leave Bank? yes* no Number of days approved:	
3.	Please provide the following:				
	(a)		er of workdays you ex	pect to be absent:	
	(b)			ccrued in your account as of ( )	
	(c)	Numbe	er of vacation days acc	rued in your account as of ()	
	(d)	Numbe	er of Sick Leave Bank	days requested:	
	(e)	(e) A copy of your vacation/sick leave calendar.			
App	licant Si	gnature:			
			Sick Leave	Bank Committee	
		1.1			
Com	_ appro ments:	ved _	disapproved	Number of days approved	

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