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Contract Database Metadata Elements

Title: **Corning Community College and Corning Community College Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Steuben County Local 851 (2007)**

Employer Name: **Corning Community College**

Union: **Corning Community College Unit, CSEA, AFSCME, AFL-CIO**

Local: **Steuben County Local 851, 1000**

Effective Date: **09/01/07**

Expiration Date: **08/31/09**

PERB ID Number: **6687**

Unit Size:

Number of Pages: **30**

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AGREEMENT

by and between
CORNING COMMUNITY COLLEGE

and

CSEA, Local 1000, AFSCME, AFL-CIO

**Corning Community College Unit
Steuben County Local 851**

September 1, 2007 – August 31, 2009

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ARTICLE 1

REPRESENTATION AND RECOGNITION

Section 1. Pursuant to Article 14 of the New York State Civil Service Law, the College hereby recognizes the CSEA as the sole and exclusive representative for the Physical Plant Department, for the employees hereinafter defined as Maintenance Mechanic, Custodian, Stores Clerk, Carpenter, Electrician, Plumber, Painter, Water Treatment Plant Operator, Building Maintenance Helper, Cleaner, Laborer, Custodial Worker, Groundskeeper, and Stationery Engineer, exclusive of temporary or part-time (as defined in Civil Service law), managerial and confidential positions, for the purpose of collective negotiations with respect to wages, hours, working conditions, grievances and administration of other terms and conditions arising under this agreement and hereby grants the Union unchallenged representation status for the term of this agreement.

Section 2. In the event new titles are created by the College in the Physical Plant Department during the term of this agreement, the Union will be informed in writing fifteen (15) days prior to the establishment of such new titles. In the event the College and the Union cannot agree as to whether the new titles are to be included in the bargaining unit, the Union has the right to submit the question to representatives of the Public Employment Relations Board.

ARTICLE 2

SAVING CLAUSE

Section 1. If any article or part thereof of this Agreement or any addition thereto should be determined in violation of any federal, state, or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made, as per Section 1 of this Article, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof. Such replacement item(s) shall not exceed the economic value of item(s) per Section 1.

Section 3. Implementation. Pursuant to Section 204-A of the New York State Civil Service Law, "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."

ARTICLE 3

DUES CHECK-OFF AND UNION SECURITY

Section 1. The Employer will deduct regular membership dues and Union-sponsored insurance from the wages of Union members who have signed an appropriate payroll deduction authorization permitting such deductions for insurance.

Section 2. CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

Section 3. The fiscal officer making such deductions will transmit regular membership dues amounts to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 and will accompany the deductions with a listing indicating the names and addresses of those employees who are not member of CSEA. The fiscal officer also will transmit regular Union-sponsored insurance deductions to the insurance company designated by CSEA.

Section 4. The revocation rights of any employee relating to payroll deductions are recognized by the Union under this Agreement in accordance with applicable New York State Law.

Section 5. CSEA agrees to hold Corning Community College safe and harmless because of said deductions(s).

Section 6. The Employer agrees to furnish the Union with a complete list of the names, addresses and position titles of those employees in the negotiating unit, and to supply the Union with updated lists as necessary.

ARTICLE 4 A

MANAGEMENT RIGHTS

Section 1. The College retains, solely and exclusively, all its inherent rights, functions, duties and responsibilities, with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the College will be conducted, except where those rights have been clearly, expressly and specifically limited in this Agreement.

ARTICLE 4 B

EMPLOYEE RIGHTS

Section 1. The College recognizes the rights of employees to designate a representative of the CSEA to appear on their behalf to discuss salary, working conditions, grievances, and disputes and to determine the conditions of this contract.

- A. The CSEA shall submit the names of the officer designated as representative in writing to the president and the Human Resources department. There will be a limit of one (1) steward per shift and the president of the Bargaining Unit.
- B. The CSEA shall have the right to post notices and other communications with regard to appropriate association business on bulletin boards maintained on the premises of the College.

Section 2. The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute; under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents; to pursue any applicable matter or issue through the grievance procedure, or if the grievance procedure is not applicable, to a court of competent jurisdiction. The Union is not required to provide non-members with any of its professional, legal, technical or specialized services.

ARTICLE 5

BULLETIN BOARD

Section 1. A bulletin board will be provided by the Employer for the exclusive use of the Union.

Section 2. The Union agrees that this bulletin board will be used solely for Union business appropriate to the negotiating unit, and will not be used to communicate derogatory or defamatory notices.

ARTICLE 6

CONTRACT COPIES

Section 1. The Union agrees to reproduce copies of this Agreement (such copies to be 8 1/2" by 11") and to make such copies available to the employees in the negotiating unit.

ARTICLE 7

RETIREMENT PLAN

Section 1. The Employer will continue to provide under the New York State Retirement System, for the term of the agreement, the non-contributory twenty (20) year career plan, referred to as Section 75I for those employees hired prior to June 30, 1977. For those employees hired July 1, 1977, and thereafter, the employer will contribute as required by the Pension Reform Act of 1976.

Section 2. The College shall provide the death benefit rider, Section 60b, and shall make the purchase of military credit available to the employees in the event such purchase is authorized by the State Legislature.

Section 3. Supplemental Retirement Programs.

The 403b plan is voluntary and available to all full time employees. Participants may select from nearly 20 SUNY approved companies to contribute part of their pretax salary to an SRA.

NOTE: Arrangements will be made to provide details of this plan so that employees who are interested may be informed of this benefit prior to enrollment, if they choose.

Section 4. The College agrees to provide the 41J rider to the retirement program pertaining to the application of unused sick leave as additional service credit, up to the maximum allowed by the New York State Employees Retirement System.

ARTICLE 8

SICK LEAVE

Section 1. Each full time active employee shall accrue sick leave at the rate of one (1) day per month of service up to a maximum of twelve (12) days per fiscal year (September 1 through August 31).

Section 2. Sick leave credit for a full month shall be earned only after completion of fifteen (15) calendar days on a full pay status in a calendar month, and no accruals or partial accruals shall be granted for service of less than fifteen (15) calendar days in full pay status in a calendar month.

**ARTICLE 8
SICK LEAVE**

(Continued)

Section 3. Unused sick leave may be carried over from one fiscal year to the next fiscal year up to the maximum total accumulation permitted under Section 41j of the New York State Employees' Retirement System.

Section 4 Sick leave allowance shall be used and shall be paid only for the employee's personal injury or illness, disability, and/or medical office visit, or for that of the employee's spouse, child (including adopted, foster or legal step child) or other member of the immediate family residing with the employee. Other members of the immediate family shall be defined as the employee's or employee's spouse's biological or foster parent, step-parent, sibling, grandparent, or grandchild. Family illness shall require the same medical proof as required of the employee.

Section 5. The employer is to be notified on the first day of employee's absence concerning the nature of the illness and probable duration of the absence. The employer may require as a condition of sick leave payment, medical proof of disability after three (3) days absence, and for absences in excess of thirty (30) days may require a physician's statement of the employee's physical ability to return to his/her normal job duties. In the case of chronic absenteeism, however, medical proof of the cause of absence may be required at any time. Should an employee become injured on the job or at home, the College reserves the right to require proof of hospital or doctor visitation prior to the employee's return to work. Such medical statement must indicate the employee's ability to perform his/her normal job functions and /or set forth any limitations.

Section 6. Sick leave may be taken in not less than 1/4-hour segments.

Section 7. An employee who has twelve (12) or more accumulated sick days to his/her credit and who is off from work due to illness for a consecutive period which exhausts his accumulated sick leave shall be advanced up to twelve (12) days additional sick leave upon his/her request. This advance shall be charged against the employee's account and shall be repaid by future accumulation or by deduction from salary payment if the employment terminates prior to full reimbursement by accumulations.

Section 8. Sick Leave Donation. In order to receive a sick leave donation from another member (s) of the bargaining unit, all of the following criteria must be met. The recipient must:

- a) Be unable to work due to a continuing disability resulting from personal illness or injury and provide medical documentation of such disability.
- b) Have used all of his/her accumulated sick leave, personal time, vacation, and compensatory time.

**ARTICLE 8
SICK LEAVE**

(Continued)

- c) Have not received any other form of compensation, such as Social Security disability benefits, long-term disability benefits, Worker's Compensation, or disability benefits from a state retirement plan.

The donated sick leave, as administered by the Human Resources Office, will be distributed to the recipient on a daily basis, as needed, up to a maximum of sixty (60) workdays or three (3) work months. Transfer of donated sick leave to an employee may not be denied if all eligibility criteria are met and there are enough donated days to cover the periods. For the purpose of this Section, a day is defined as eight (8) hours based on a forty (40) hour workweek schedule.

During an employee's time of need, a general plea will go out to the bargaining unit inviting members to donate up to a maximum of three (3) days from their accrued sick leave balances. In order to donate sick leave, members must have a current minimum balance of twelve (12) sick leave days. The maximum amount of sick leave that any member can donate during any fiscal year is twelve (12) days. To facilitate the sick leave transfer between members, the following procedure will be followed:

- a) The donating member must complete a form stating the name of the recipient and the amount of leave to be donated, up to the maximum of three days. This form must be signed and forwarded to the Human Resources Office.
- b) Once the donation is approved, a copy of the form will be placed in the donor's personnel file and the original will be forwarded to the Payroll Office so that the donating member's sick leave balance can be adjusted accordingly.
- c) The recipient of the donated time will be notified of the donation unless the donor wishes to remain anonymous.

Payment of the donated leave will be based upon the recipient's current rate of pay. However, this rate may be changed due to any pay increases which occur during the periods of donated leave.

Only sick leave necessary to cover the employee's absence will be used, up to the maximum amount. Any unused sick leave will be returned to the donors on a pro-rated basis.

**ARTICLE 8
SICK LEAVE**

(Continued)

The decision to donate sick leave to another member should be a choice made freely by each member. Donation forms are available in the Human Resources Office. No one should feel unduly influenced by another person to donate sick leave.

Section 9. If an employee does not report for work due to illness, he/she will report this fact by telephone call to the Physical Plant Department Office. If reported within the first hour or his/her shift, the employee will lose no pay for such absence, unless all sick leave has been used. If not reported within the first hour, the employee shall lose pay for that hour and for each hour thereafter until the employee, in fact, reports his/her absence to the employer.

Section 10. Should changes in sick leave accumulation and disability insurance coverage be made for other members of the college staff during the life of this Agreement, then such changes shall also be made applicable to the members of the Bargaining Unit.

Section 11. Absenteeism Guidelines - Corning Community College assigns campus maintenance to the Physical Plant Department. The College and the Physical Plant management can maintain the campus only if the CSEA staff is present to do its work. Frequent absenteeism interferes with the quality and the quantity of work that needs to be performed.

Excessive absenteeism is misconduct and is subject to disciplinary action. Disciplinary action may be necessary to change employees' behavior and to assist them to become contributors to the well being of the College Community.

Guidelines for disciplinary action for excessive absenteeism are as follows: Frequency of absenteeism, Pattern of absenteeism, Reason for absenteeism, and Duration of absenteeism. These guidelines are not inclusive and the College reserves the right to add to these categories if other situations regarding excessive absenteeism arise. Physical Plant employees are covered by the Family and Medical Leave Act, copies of which they have received. Details of this policy may be obtained from the Office of Human Resources or from the CSEA President.

ARTICLE 9

BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family, the employee will be paid for time necessarily lost from his/her regular work schedule to a maximum of four (4) days per incident of death, not to exceed the day following interment. Immediate family shall be defined as spouse, biological or foster parent, step-parent, sibling, child, adopted child, grandparent, grandchild, or any relative

ARTICLE 9

(Continued)

BEREAVEMENT LEAVE

residing with the employee or the biological or foster parent, step-parent, child, sibling, adopted child, grandparent, grandchild of the employee's spouse.

Section 2. The College will allow bargaining unit members who have scheduled vacation and become entitled to bereavement leave during vacation to substitute bereavement leave for scheduled vacation.

ARTICLE 10

JURY DUTY

Section 1. In the event an employee on the active payroll is called for jury service, he/she shall be excused from work for each day on which he/she serves or reports to serve and shall be paid for the time necessarily lost from his/her regular work schedule to such jury service, provided he/she notifies the employer of his/her intended absence. The pay shall be the difference between each day's jury fee (exclusive of travel allowance) and the pay for hours of work necessarily lost.

Section 2. An employee shall also be paid in accordance with Section 1 for court attendance under subpoena or court order, provided that neither the employee nor anyone related to him/her has a personal interest in the case and provided further that the court attendance is not related to any other employment.

ARTICLE 11

HOLIDAYS

Section 1. There will be fourteen (14) holidays per fiscal year, designated in advance prior to May 15 of each year by the employer.

Section 2. In order to qualify for unworked holiday pay on each of the fourteen (14) holidays, the employee must work the last full scheduled workday immediately preceding the holiday and the first full scheduled work day immediately following the holiday. This requirement would be considered satisfied if the employee is absent due to vacation, sick leave, jury duty, bereavement, personal day, or other authorized paid leave of absence.

Section 3. Time worked on any of the fourteen (14) holidays will be paid at the rate of double time and one half (2.5): eight (8) hours at straight time, plus time and one half (1.5) for the hours worked during the holiday.

Section 4. It is agreed that the holidays designated to be observed by the Physical Plant personnel shall be the same as those of the other support staff members of the College. Upon posting of the holidays to be observed, it is agreed that both parties

**ARTICLE 11
HOLIDAYS**

(Continued)

shall meet and negotiate as to any disagreement which may arise with the days designated as holidays.

Section 5. Should any of the paid holidays fall on a Saturday, then the preceding Friday shall be designated the holiday. Should any of the paid holidays fall on a Sunday, then the following Monday shall be observed as the holiday.

Section 6. Should a paid holiday fall during an employee's vacation, then the employee shall not be charged a vacation day.

**ARTICLE 12
PERSONAL LEAVE**

Section 1. With twenty-four (24) hours' notice, employees may take a paid personal leave, ending on August 31, as follows:

Personal leaves shall be accrued in the following manner:

- 1). Employees on the active payroll September 1 shall be assigned three (3) personal leave days;
- 2). Employees placed on the active payroll between September 1 and January 1 shall be assigned two (2) personal leave days;
- 3). Employees placed on the active payroll between January 2 and June 1 shall be assigned one (1) personal leave day; and
- 4). Employees placed on the active payroll between June 2 and August 31 shall not be assigned personal leave for the fiscal year.

Section 2. With fewer than twenty-four (24) hours notice, approval of the supervisor must be obtained.

Section 3. Personal leave may be taken in not less than hourly segments. If an employee used his/her year's allotment of personal leave and thereafter quit, he/she shall reimburse the college at the rate of one day for each four (4) months of fiscal year remaining at the time of quitting.

Section 4. Any unused personal leave as of August 31 shall be termed "sick leave" and shall be accumulated in accordance with Article 8, Section 3.

ARTICLE 13

VACATION

Section 1 (A). A vacation leave allowance of twelve (12) working days shall be granted to employees at the completion of their first year of full-time employment. This allowance shall accrue at the rate of one (1) day per month.

Section 1 (B). No vacation leave shall be granted to new employees until they have served at least four (4) months.

Section 2. For each additional consecutive year of full-time employment, one (1) additional day of vacation leave shall be granted, up to a maximum of eight (8) additional days for a total annual vacation leave allowance of twenty (20) calendar days. Such additional vacation days shall be assigned on September 1st in the fiscal year in which it is earned.

Section 3. Vacation leave credit for a full month shall be granted only after completion of fifteen (15) calendar days on full pay status in a calendar month, and no accruals or partial accruals shall be granted for service of less than fifteen (15) calendar days in full pay status in a calendar month.

Section 4. Calculation of the above vacation leave credits shall be based on the fiscal year beginning September 1st and ending August 31st. Vacations which have been earned, may be taken at any time during the fiscal year with the continuation of work of the department taking first priority. In order to obtain prepay for vacation, employees must submit their vacation requests in writing to the Director of the Physical Plant at least thirty (30) days prior to the effective date of vacation. Vacation time must be requested in advance, and in writing if the request is more than two days in advance of the proposed vacation time, and all requests - written or verbal- must be approved by the supervisor.

Section 5. If an employee is denied vacation for any period from March 1st to August 31st, except for the week of graduation or the week prior to the start of fall classes, the employee shall have the option of either having such time added to sick leave or of being paid for such time.

Section 6. Vacation leave may be taken in hourly segments only after personal leave has been exhausted. If personal leave has not been exhausted, vacation leave may only be taken in either half or whole day segments.

Section 7. All unused vacation between September 1st and August 31st may be carried over to the next fiscal year only: if unused vacation from the one fiscal year continues to be used at the end of the following fiscal year, it shall cease to be available for any vacation purposes thereafter, except that it shall be termed "sick leave" (unless Section 5 above applies), and shall be accumulated in accordance with Section 1 of this article.

**ARTICLE 13
VACATION**

(Continued)

Section 8. Employees who leave the employment of the college will receive, upon termination, the vacation credits not used as of the date of termination, in accordance with the terminal pay provisions of this Agreement.

Section 9. If an employee becomes seriously ill while on vacation, such employee shall be allowed to use sick leave accruals in lieu of vacation time for those days actually ill provided such employee notified his/her immediate supervisor of the change and upon his/her return to work submits a doctor's certification of this illness to such supervisor.

**ARTICLE 14
MEDICAL/DISABILITY/LIFE INSURANCE COVERAGES**

Section 1. The College will provide a choice between two medical insurance program options, which will be the same as is available to all other employees of the college as of January 1, 2000. The College shall have the right to change carriers or go self-insured provided equivalent or better medical insurance coverage is provided. If the College proposes a new plan of coverage and it is not deemed equivalent or better by the union, it is agreed that the proposed plan will be submitted to an arbitrator for review and decision.

Employees of the unit will contribute fourteen percent (14%) of the actual cost of their selected health insurance plans, effective as of the date this Agreement is ratified by the College and the CSEA. Effective September 1, 2008, employees of the unit will contribute fifteen (15%) of the actual cost of their selected health insurance plans. The deductible for the traditional indemnity health insurance plan will be \$100/300 and it will include coverage for dependents to age 25 for the duration of this Agreement.

Employees of the unit may elect to pay their premiums through the Flexible Spending Account plan (IRS 125 Plan) for pretax premium payments and other IRS eligible elections, including health and vision care premiums, uninsured medical expenses up to \$3,000, and day care expenses up to the legal limit. Flexible Spending Accounts will be provided with no cost to the employees and according to the regulations contained in its agreement with Corning Community College. The College agrees to assume any increase in health insurance premiums occurring during the life of this Agreement and, in addition, if the College's percent of contribution for other College employees should be increased during the life of this

ARTICLE 14

(Continued)

MEDICAL/DISABILITY/LIFE INSURANCE COVERAGES

Agreement, then it shall be increased an equal amount for bargaining unit employees.

Section 2. Should a prescription drug be provided by the College to other members of the College staff during the term of this Agreement, then such rider shall also be made available to the members of the bargaining unit at the same contribution rate as is applicable to other members of the College staff.

Section 3. During the life of this Agreement the College shall continue to pay the cost of disability insurance benefits presently provided to employees of the bargaining unit.

Section 4. Employees of the bargaining unit will be provided with the same \$20,000 group term life insurance as is available to other members of the College staff, and should that amount increase for other College employees, bargaining unit members will receive the same increase in life insurance coverage.

ARTICLE 15

UNION REPRESENTATIVES

Section 1. A total of five (5) days per year shall be granted to the Union for County, State and National Conventions, conferences, task forces and committee meetings. These days will be approved by the President of the Union and the names of employees using the days and the dates of absence will be forwarded, in writing, to the Director of the Physical Plant for his/her approval. All time used will be kept track of by Union and College management. Employees shall be allowed to utilize other pay provisions to which they may be entitled under the provisions of this Agreement (such as vacation or personal leave) for any such time spent at these functions in excessive of five (5) days.

Section 2. Employees designated as grievance representatives will be allowed to handle grievances of employees and to represent employees at all stages of the grievance procedure with no loss of pay, when meeting on, or within, a 25 mile radius of campus.

ARTICLE 16

JOB OPENINGS AND POSTING

Section 1. As a permanent job opening occurs, such openings shall be posted on the bulletin board for a period of five (5) consecutive working days. Any employee interested in a posted position may apply for same by submitting to the Director of Human Resources, in writing, the prescribed form. Such application must be made within the five (5) day posting period.

Section 2. The vacancy will be filled by the senior qualified applicant, and in accordance with appropriate applicable Civil Service Rules.

Section 3. Once a job is posted, if such work becomes unavailable, the College shall not be obligated to fill the position. Should the position be filled, the College reserves the right to remove a successful bidder within sixty (60) days if a fair trial demonstrates a lack of competence on behalf of the bidder. Should an employee fail to qualify, such employee shall be returned to his/her former job title, at the former rate of pay, without loss of benefits or rights. An employee filling such position may elect, at any time, to return to his/her former position during the sixty (60) day period.

ARTICLE 17 A

GRIEVANCE PROCEDURE

Section 1. Any member of the bargaining unit, with the exception of probationary employees as defined in Article XVIII, Section 3 of this Agreement, shall have the right to invoke the grievance procedure or elect the Section 75 procedure under Civil Service where disagreements arise as to the meaning, application or compliance with any provision of this Agreement and/or employee status as to full or part time.

Section 1(A). It is further agreed that the election of the grievance procedure shall constitute a waiver of rights to a Section 75 hearing under Civil Service. Should an employee elect a Section 75, then the hearing officer for such proceedings shall be selected in the same manner as set forth herein for the grievance procedure.

Section 1(B). The aggrieved employee shall present his/her grievance to the Director of the Physical Plant, with or without his/her union representative at the employee's option, within five (5) working days after the occurrence of the grievance. The Director of the Physical Plant shall answer the grievance within five (5) working days.

Section 2. If the employee is not satisfied with the answer, he/she may convene a meeting with the Director of Human Resources with or without the employee's

**ARTICLE 17 A
GRIEVANCE PROCEDURE**

(Continued)

union representative, at the employee's option, within ten (10) days after receipt of the answer from the Director of the Physical Plant. The Director of Human Resources shall answer the grievance within ten (10) days after the meeting.

Section 3. If the employee continues to be dissatisfied, he/she may convene a meeting with the President of the College with or without the employee's receipt of the answer from the Director of Human Resources. The President shall answer the grievance within fifteen (15) days after the meeting.

Section 4. In the event that the grievance is unresolved after being processed through all of the above steps of the grievance procedure, then not later than thirty (30) calendar days after the procedures in Section 3 of this Article are complete, the Union or the Employer may submit the grievance to arbitration by jointly requesting from the Public Employee Relations Board a list of seven (7) arbitrators, from which the Employer and the Union shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question. A flip of the coin shall determine the order in which the parties shall strike the names.

Section 5. The arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement. No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement between the parties. All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the Employer and the Union. 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 cost nor the expenses of witnesses or participants called by the other.

Section 6. The final settlement, decision, or award shall not be retroactive prior to the date the grievance was first filed. It is agreed by the parties hereto that the procedure provided in this Article, if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievance. Both parties mutually agree that the grievances not appealed within the time limits shall be considered settled on the basis of the decision last made and shall not be eligible for further discussion or appeal. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. Pending settlement of any grievances under this Agreement and at all other times the aggrieved employee or employees shall carry out their assignment as directed by the Employer.

Section 7. The parties may agree mutually to extend the above time limits.

ARTICLE 17 B

DISCIPLINE PROCEDURE

Section 1. Applicability. The disciplinary procedure will be applicable to all employees except probationary employees, and is meant to replace Section 75 and 76 of the Civil Service Law and exercise of rights under this section, and the grievance procedure shall be a waiver of rights under Sections 75 and 76 of the Civil Service Law.

Section 2. Cause. An employee shall not be subject for discipline except for incompetence or misconduct.

Section 3. Notice of Discipline. An employee disciplined for incompetency or misconduct will be served with a notice of discipline which shall contain a description of the acts and conduct for which discipline is being imposed, including references to dates, times and places. The notice will also contain the penalty imposed.

Services of the notice of discipline shall be made by personal service on campus if possible, and if such service cannot be effected by personal service it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the Unit President. The time limits for presenting a grievance as defined in Article XVII A will commence at the time of receipt of the notice of discipline.

Section 4. Suspension. An employee may be suspended up to thirty (30) days pending resolution of disciplinary matters; provided, however, that should the employee demand arbitration regarding the discipline imposed, the employee can be suspended without pay until the arbitrator selected in accordance with the grievance procedure makes his/her determination.

ARTICLE 18

SENIORITY

Section 1. Seniority is defined as the length of an employee's continuous service with the employer since his/her last date of hire.

Section 2. In all cases of increases or decreases of force, seniority shall prevail in accordance with the applicable provisions of the Civil Service Law.

Section 3. All new employees shall be considered as probationary employees for a period not to exceed one hundred thirty (130) workdays.

Section 4. Subject to the applicable provisions of the Civil Service Law, an employee's seniority shall be broken and he/she shall lose all rights as an employee if:

- a. He/she quits or is discharged;
- b. He/she refuses to accept a recall;

**ARTICLE 18
SENIORITY**

(Continued)

- c. He/she is laid off for a period of more than two years, or is otherwise absent from work for a period of more than one year;
- d. He/she retires.

Section 5. If two (2) or more employees are hired or appointed on the same day, their relative seniority shall be determined by lot.

Section 6. Seniority shall be the determining factor in the assignment of vacation days and personal days among employees in the same classification.

Section 7. Any permanent employee who is to be laid off or whose position is to be abolished shall be given thirty (30) calendar days advance notice prior to any such occurrence.

**ARTICLE 19
GENERAL DISABILITY**

Section 1. Employees who become disabled shall furnish the employer with a statement from their physician stating the general nature of the disability and the prognosis for a return to work. The employee may use accrued sick leave. If the employees exhaust their paid leave accruals, they may apply for an unpaid leave of absence based on their physician's recommendation. No unpaid leave of absence shall exceed one year. The College reserves its rights to pay for an independent examination from a physician of its choice.

Employees on paid leave will not lose seniority or employment rights. All disability or serious medical conditions will be covered by applicable federal and state laws.

**ARTICLE 20
WORK WEEK AND PREMIUM PAY**

Section 1. The workweek is defined as a one hundred and sixty-eight (168) consecutive hour period commencing at 12:01 a.m. Saturday and ending at 11:59 p.m., Friday.

Section 2. Time worked in excess of forty (40) hours in any workweek will be paid at time and one-half (1.5) rate.

Section 3. If more than one (1) category of premium can be paid for the same hours of work, only the greater premium rate will be paid; there will be no pyramiding of premium payments for the same hours of work.

ARTICLE 20
WORK WEEK AND PREMIUM PAY

(Continued)

Section 4. All paid time, except union leave, shall be counted as hours worked towards forty (40) hours in the workweek. If an employee also works on one (1) of these days, the greater of the worked or unworked time will be counted as hours worked towards forty (40), but in no event will both worked and unworked time be counted.

Section 5. Overtime work, when required, will be assigned to the trade or craft where the work is normally preformed, and will be done as fairly as possible within the trade or craft on a rotating roster basis.

Exceptions may be made as follows:

- (1) For undetermined emergencies (Acts of God): and for members of emergency project crews who must continue with such projects on an overtime basis and who possess a particular expertise related to that project.
- (2) Regularly scheduled projects that must be continued beyond, or begun prior to, regular work hours, which required overtime work of two hours or less and involve people who are assigned this type of work during their normal shifts.
- (3) Overtime work assigned under #1 or #2 above and shall be recorded on the roster and those employees receiving such work cumulative to four hours shall be passed over for regular overtime work until such time as other employees on that same roster have had substantially equal overtime hours either worked or refused.
- (4) When overtime work vacancies exist after a specific roster had been exhausted, backup rosters will be used and will be established by logical assignment based on the type of work normally assigned.

Three basic overtime rosters will be maintained: one for trades (carpenter, painter, heating, electrical, plumbing, sewage treatment); one for grounds; and one for custodial and labor. Master rosters will be kept in the Physical Plant offices and duplicates will be posted: the one for trades and grounds on the bulletin board outside the lounge at the Physical Plant, and the one for custodial and labor posted on the bulletin board at the time clock outside the classroom custodial offices. These rosters will be posted and kept up to date, including the following information: x - worked, and number of hours worked; r - refused; N- no answer; V-vacation; S - sick leave; P - Personal leave.

**ARTICLE 20
WORK WEEK AND PREMIUM PAY**

(Continued)

1. Anyone who does not want to be on an overtime roster may request to have their name removed, with the right to have their name restored on the roster not less than 60 days later.

2. If an individual on the roster refuses three (3) consecutive overtime calls, he/she will not be called for a period of ninety (90) days after the third refusal.

3. If a person is offered an overtime assignment or call-in, and refuses it, this will count as an overtime offer on the distribution and position on the roster. The following provisions apply:

(a) When an individual is offered an overtime assignment before 12 noon on the day the overtime work is performed, and the individual refuses the offer, it shall count as a refusal and all provisions of Section 5 will apply.

(b) When an individual is offered an overtime assignment after 12 noon on the day the overtime work is to be performed, and the individual refuses the offer, it shall count as a refusal and all provisions of Section 5 will apply except that item (2) above will not apply.

4. When an attempt is made to contact an employee at home for overtime and there is no answer, it shall be the same as a refusal, with the exception that item (2) above will not apply. A notation shall be made on the roster beside the person's name indicating the time and date the call was made, and that there was no answer to the call.

5. The overtime cycle, for roster purposes, will begin anew each fiscal year.

Overtime work, which does not fall into a specific category, will be assigned after consultation with the Union President.

The decision as to whether to schedule overtime work for the Physical Plant staff is reserved to the College.

Section 6. On any day declared by the President of the College to be a "snow day", those employees scheduled in to work as part of the "skeleton crew" will be paid straight time for all hours worked in addition to their eight hours of unworked "snow day" time.

Section 7. If the employer calls an employee back in to work on the same day after he has left at the end of his regular shift, or if the employer calls him/her in to work from his/her home on his/her regularly scheduled day off, the employer will guarantee four (4) hours of work or (4) hours of pay.

Section 8. All hours worked in excess of the employee's normal work day shall be paid at the rate of time and one-half (1.5) the employee's normal hourly rate, or, at

ARTICLE 20
WORK WEEK AND PREMIUM PAY

(Continued)

the employee's option, compensatory time at time and one half (1.5) may be taken with the approval of the employee's immediate supervisor. In addition, employees shall be allowed to accrue up to 100 hours of compensatory time in a fiscal year. Employees shall be allowed to carry 50 hours of compensatory time from one fiscal year to another. Employees shall not request use of compensatory time prior to Start-up week, graduation week, and open house week or in other compelling situations such as snowstorms when the employees' presence is needed.

Section 9. It is agreed that the week prior to the start of fall classes and the week of Graduation shall be considered as part of the workweek and members of the bargaining unit will be required to work. For purposes of this section, the week is defined as Monday through Sunday.

Section 10. When Graduation falls on a Saturday or a Sunday, members of the bargaining unit will be required to work one of the two weekend days. At no time will a bargaining unit member be required to work both weekend days unless it is part of his/her regularly scheduled work week.

Section 11. Full-time night shift personnel (11:00 p.m. to 7:00 a.m.) shall receive differential of ten cents (\$.10) per hour.

Section 12. The College agrees to the practice whereby the workday on Fridays is shortened by one hour at the end of the Friday workday during periods when the College is not in session and during the summer months. During the summer months, this practice will begin on the Friday after Graduation and will end on the second Friday prior to the start of fall classes.

Section 13. Should an employee punch in after his scheduled work time, he/she will not be paid for ten (10) minutes work for every ten (10) minutes or fraction thereof the employee is late. Should an employee punch out before his/her scheduled time, he/she shall not be paid for ten (10) minutes for every ten (10) minutes or fraction thereof he/she leaves early.

ARTICLE 21
WORKER'S COMPENSATION

Section 1. For the term of the Agreement, the Employer agrees to provide coverage under the Workers' Compensation Laws of the State of New York.

Section 2. Any employee who receives Workers' Compensation arising out of his/her employment with the Employer may, at his/her option, elect to remit his Workers' Compensation payments to the Employer and in place thereof draw his sick leave benefits. If an employee elects this option, however, he/she must remit his Workers' Compensation payments to the Employer, and he/she will have

**ARTICLE 21
WORKER'S COMPENSATION**

(Continued)

his/her sick leave credits restored on the basis of two-thirds sick leave days for each scheduled workday that he/she does not work due to the disabling sickness or illness.

**ARTICLE 22
WAGES**

Section 1. The base salaries of all employees on the active payroll will be increased by 3.1%, retroactive to September 1, 2007. Upon ratification of this Agreement by both parties, the base salaries of all employees on the active payroll will be increased by an additional 0.4% to offset the increase in the employees' share of the health insurance premium.

Effective September 1, 2008, the base salaries of all employees on the active payroll will be increased by an amount equal to the January 2008 CPI-U + 1% (minimum of 3% to a maximum of 5%) plus an additional 0.4% to offset the increase in the employees' share of the health insurance premium.

Section 2. All employees who have completed ten (10) years of service with the College, shall receive two hundred (\$200) added to their base salary; on completion of fifteen (15) years of service with the college, shall receive an additional three hundred dollars (\$300) added to their base salary; on completion of twenty (20) years of service with the College, shall receive an additional four hundred dollars (\$400) added to their base salary; and on completion of twenty-five (25) years of service with the college shall receive an additional five hundred dollars (\$500) added to their base salary.

Section 3. The following represents the minimums for each classification.*

9/1/07 - 8/31/09

	<u>Minimum</u>		<u>Minimum</u>
Laborer	\$22,048	Maint. Mech.	\$27,909
Custodial Worker	\$22,048	Stationary Engineer	\$30,268
Cleaner	\$22,048	Plumber	\$30,268
Stores Clerk	\$22,732	Carpenter	\$30,268
Custodian	\$22,805	Painter	\$30,268
Groundskeeper	\$22,805	Electrician	\$30,268
Maint. Helper	\$24,609	Wtr Trtmt Pl. Op.	\$30,268

***NOTE:** The parties agree to make any changes to the job titles listed in this section that may be required by the Steuben County Personnel Department, the College's civil service administrator.

**ARTICLE 23
UNIFORM ALLOWANCE**

Section 1. Each new employee shall be issued the following items:

1. one (1) raincoat;
2. one (1) set of coveralls to personnel where duties necessitate;
3. five (5) shirts and five (5) pairs of trousers.

The first two items shall be replaced through the quartermaster system as they become worn out. Shirts and trousers will be issued annually, by the end of the calendar year. The Director of Physical Plant or his/her designee will make the final determination as to the necessity of replacing the first two items.

The College will reimburse each employee for the cost of the initial winter jacket and any replacement up to \$80.00. The College will also reimburse the employee for the cost of the initial spring jacket and any replacement up to \$40.00 per jacket. Employees are required to submit proper receipts to claim such reimbursement.

Jackets must be navy blue in color, washable, and contain no signs, symbols or writing on them. Beyond that, the brand and type of jacket is at the discretion of the employee.

If the winter and/or the spring jacket are deemed in need of replacement, employees will follow the guidelines stated above to purchase a replacement(s). The Director of Physical Plant or his/her designee will make the final determination as to the necessity of replacing either item.

Section 2. It is agreed that any unit employee required to wear glasses shall be provided one (1) pair of safety glasses; and shall wear them while on duty. These glasses shall be replaced by the College:

1. Should they become broken through the course of employment.
2. With a doctor's verification for a change in lens strength.

Section 3. The College shall reimburse all employees up to one hundred and twenty dollars (\$120.00) for the purchase of one pair of safety shoes, upon presentation of a bona fide receipt. Safety shoes shall be defined as shoes which contain either a

**ARTICLE 23
UNIFORM ALLOWANCE**

(Continued)

steel or fiberglass toe insert. Employees who receive reimbursement from the College shall be required to wear such safety shoes during the work hours.

Section 4. The College shall pay to the members of the Bargaining Unit an annual uniform cleaning allowance of \$200.00 payable in one check, during the first pay week of December.

Section 5. Upon termination of employment, all uniforms and equipment issued to an employee must be returned to the College. A reduction shall be made in the employee's last check equal to the value of replacing any uniform or equipment assigned to the employee which is not returned.

ARTICLE 24

TOOLS

Section 1. Each employee assigned to the Physical Plant Department will be provided with the basic hand tools necessary to perform the duties of their position. When hired each employee will be given a complete set of hand tools for their use while employed by the College. It will be the employee's responsibility to maintain and care for the tools assigned them. If a tool is broken or damaged, the College will replace the broken or damaged tool at no cost to the employee; if the tool is lost or stolen it will be the responsibility of the employees to pay for the cost of replacing that tool. The college will provide a safe and secure method and system for the employees to secure their assigned tools.

Section 2. Large and/or heavy power tools will be assigned and logged out to an employee as needed by the employee to complete task(s) assigned them in the performance of their duties. Once the tool has been used and the job is complete it will be the employee's responsibility to return the tool to the Physical Plant's tool room and make sure it is logged in. All of the large and heavy equipment will be maintained in safe and good working order by the department.

ARTICLE 25

LEAVE OF ABSENCE

Section 1. Any employee requesting an unpaid leave of absence must submit such request in writing to the Director of Human Resources indicating the reason for such request and the amount of time requested. No leave of absence shall become effective until such time as the Director of Human Resources notifies the requesting employee in writing that such leave has been granted. A copy of such notice from

**ARTICLE 25
LEAVE OF ABSENCE**

(Continued)

the Director of Human Resources shall be forwarded to the CSEA President. All leaves of absence shall be granted for a period not to exceed one year, but may be extended beyond one year at the discretion of the Director of Human Resources.

Section 2. Any employee granted a leave without pay for CSEA business, personal illness in the immediate family, shall be reinstated in their former position at the prevailing rate of pay applicable to that position at such time of reinstatement in accordance with such employee's seniority.

Section 3. Any employee on leave of absence from the College shall not seek gainful employment elsewhere. Any employee on a leave of absence who seeks gainful employment elsewhere shall be considered terminated as of the last day the employee worked for the College.

Section 4. An Employee who has exhausted his/her sick leave and vacation because of health reasons may be put on a leave of absence by the Director of Human Resources. During such leave of absence the employee shall be protected in the position he/she held prior to the leave, provided that upon returning to work the employee is physically and mentally fit to perform the duties of his/her position. The College maintains the right to have the employee returning from such leave to be examined by a physician so designated by the College to insure such physical and mental fitness. During such leave of absence as defined herein and above, the employee shall not be entitled to any benefits afforded under this Agreement.

Section 5. An employee who is absent from work because of injuries sustained from working for any other employer, and who is covered by such other employer's Workers' compensation benefits, shall be placed on a Leave of Absence on the day following such injury, and shall not be entitled to any benefits contained in this Agreement while on such Leave of Absence.

Section 6. Any employee who is absent from work due to compensation injury shall be deemed to have continued service during such leave.

Section 7. An employee who has exhausted his/her accrued sick leave time and is placed on a medical Leave of Absence, shall be eligible to make personal arrangements with the Accounting Office to continue his/her medical insurance coverage by prepaying the cost of such insurance at the College's group rate. Such arrangements for continued medical coverage may be made for a maximum of one (1) year from the date such medical leave of absence begins.

ARTICLE 26

NO STRIKE AGREEMENT

Section 1. CSEA affirms that in accordance with Article 14, Section 210 of the New York State Civil Service Law, that it does not assert the right to strike against the College, and affirms that it will not assist or participate in any such strike or job action or impose upon any of its members or others, the obligation to conduct, assist or participate in such a strike or job action.

ARTICLE 27

PERSONNEL FILES

Section 1. An employee shall have the right, upon reasonable notice, to review his/her personnel file in the presence of an appropriate official and to answer anything deemed to be adverse.

Section 2. No material related to any employee's conduct, performance, character or personality shall be placed in the Personnel file without notification to the employee. The employee shall be given a copy and shall acknowledge receipt of that copy by initialing or signing the material with the understanding that such signature merely acknowledges that the employee has received such material and does not indicate agreement with its contents. If an employee refuses to sign or initial that he/she has received a copy, the Employer may deliver a copy to the Unit President who shall be obligated to acknowledge receipt of said copy.

Section 3. Any report of an adverse nature, which is in excess of three (3) years old, shall not be used in a disciplinary action.

Section 4. The Employer agrees that there shall not be more than one (1) personal file and one (1) Civil Service file on any employee covered by the Agreement.

Section 5. Nothing contained in this article shall be construed to entitle an employee to access to prehire information.

ARTICLE 28

TUITION-FREE COURSES

Section 1. It is agreed that the College shall make available to permanent members of the bargaining unit tuition-free courses. Said courses shall be made available at the rate of one (1) course per semester or two (2) courses per semester with the second course approval being granted by the President of the College. Tuition free courses shall be limited to a maximum of four (4) courses per calendar year, and will be in accordance with the College Policy for tuition-free courses.

It is agreed that the College shall make available to permanent full-time members of the bargaining unit tuition-free credit courses for their dependents. Dependents

**ARTICLE 28
TUITION-FREE COURSES**

(Continued)

are defined as those individuals eligible for coverage under the College health insurance whether or not such coverage is elected. The tuition benefit is the net cost of the tuition less any financial aid the student is eligible for. The dependents will still be liable for student fees, books and incidental expenses. Employees receiving this benefit are responsible for reporting and changes in their relationships with these dependents.

**ARTICLE 29
NEW HIRES**

Section 1. New employees may be hired above the minimum rate for the Civil Service classification involved. In the event that any new employee is hired at a rate which exceeds any then current employee's rate, then all employees below the new employee's rate with the same Civil Service classification shall immediately have their rate or pay raised to the level of the new hire.

**ARTICLE 30
RETIREMENT BENEFITS**

Section 1. If, during the term of this Agreement, the Regional Board of Trustees of Corning Community College offers a retirement incentive program to other College employees, such retirement incentive program will also be made available, on the same basis, to members of the CSEA bargaining unit.

Section 2. Employees who retire at age fifty-five (55) or older with fifteen (15) or more years of continuous full-time service shall also be eligible for the following benefits:

1. Health Insurance: Employees shall be eligible for individual or family coverage between the ages of 55 and 65, with the institution paying 80% of the premium. Participants in the College Early Retirement Program who subsequently become eligible for other medical coverage will no longer be eligible to receive continued coverage by the College. The employee may return to the group insurance plan, however, if such coverage ends before age 65 with the College paying 80% of the individual or family premium.
2. Use of the College.
4. Retention of College Mailing List.
5. Attendance at college social functions.

ARTICLE 31

EMERGENCY VOLUNTEER WORK

Section 1. Employees who serve as volunteer firemen and/or emergency squad members shall be allowed to perform emergency volunteer work during scheduled work hours, with no loss of pay, when requested to do such work by the chief engineer of the volunteer fire department and/or emergency squad. Employees will not be penalized if they are present at the site of the emergency when their scheduled work starts and if required to remain on emergency duty by the chief engineer.

ARTICLE 32

DURATION OF AGREEMENT AND TERMINATION

Section 1. This agreement shall take effect at 12:01 a.m., September 1, 2007 and remain in effective through midnight, August 31, 2009.

Section 2. It is agreed between the parties that contract negotiations for fiscal year 2009-10 and subsequent years shall commence no later than April 1st in the year in which this agreement expires. In the event that a new agreement is not reached by August 31, 2009, then this agreement shall continue in full force and effect until such time as a new agreement is reached.

Section 3. The foregoing constitutes the entire agreement between the parties, and any amendments or alterations or changes to this agreement must be by mutual consent of both parties; and any amendment, alteration or change must be reduced to writing and signed by the parties.

ARTICLE 33

EMPLOYEE ASSISTANCE PROGRAM

All active employees are eligible to participate in the Employee Assistance Program. This benefit provides employees and their dependents with counseling for emotional problems and is strictly confidential. The College currently retains Transitions (936-4695) as its primary supplier of counseling services. The College provider will provide initial assessments and counseling for short-term care without cost to the employee. Problems which involve long-term attention will be referred to outside counselors. Employees who use outside counselors have a \$500.00 lifetime account to assist with these expenses. To access these funds, employees must contact the office of Human Resources. Employee Assistance pamphlets are available through the Human Resources Department or the Union President.

ARTICLE 34

TRAVEL AND ACCIDENT INSURANCE

The College will provide life and injury insurance for employees who are traveling on official college business.

ARTICLE 35

OUT-OF-TITLE WORK

Bargaining unit members who are assigned duties in a higher labor classification will receive a higher rate of pay providing the employee works five consecutive days in the out-of-title assignment. The out-of-title pay would then be retroactive to the first day of out-of-title work. The additional rate of pay will be the difference in the starting rates for the two classifications - the one held by the employee and the one to which he is assigned - divided by 2080 which is the total of annual work hours.

ARTICLE 36

SPECIAL RECOGNITION

All employees of this bargaining unit shall be eligible for the Steuben Award, the Thirty Year Award, the RAVE Award and Special Acknowledgement as outlined in the Personnel Policies of the Regional Board of Trustees of Corning Community College.

The eligibility shall end if the College decides to eliminate or alter the current employee recognition program.

AGREEMENT

The Agreement between Corning Community College and the Corning Community College Unit of The Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO that expired on August 31, 2007, will be extended for two (2) years from September 1, 2007 through August 31, 2009. Mutually agreed upon changes have been made and incorporated into this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written.

For Corning Community College:

Koyl Guan 2/28/08 Permyette Nicholas 2/28/08
President of the College Date Director of Human Resources Date

For Corning Community College Unit of Local 851, Steuben County, of The Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO

Thomas J. RFB 3-12-08 Kelly Sue Compt 3/12/08
CSEA Unit President Date CSEA Labor Relations Specialist Date