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AGREEMENT

BETWEEN

NIAGARA COUNTY COMMUNITY COLLEGE

AND

**NCCC TECHNICAL SUPPORT PERSONNEL
ASSOCIATION (TSPA), NYSUT**

FOR THE PERIOD

September 1, 2011 – August 31, 2017

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PREAMBLE

The Parties to the Agreement, Niagara County Community College and the County of Niagara ("Employer"), and the Niagara County Community College Technical Support Personnel Association, NYSUT ("Union") in order to effectuate the provisions of the Public Employment Fair Employment Act, and to encourage and increase effective and harmonious work relationships agree as follows:

(A) Term: This agreement will be effective as of September 1, 2011 and shall remain in effect until August 31, 2017.

(B) Negotiations for a subsequent agreement shall commence no later than March 1st of the last year of this agreement.

ARTICLE 1 - RECOGNITION AND DEFINITION

- 1.1 (a) **RECOGNITION**: The Employer hereby recognizes the Union as the exclusive representative for purposes of collective negotiations. Included in the bargaining unit are all full-time and regular part-time employees in those positions approved and funded by the Employer (commonly referred to as "permanent" positions). Also included are all full-time and part-time employees, provisional employees and temporary employees (commonly referred to as "substitute") where such employee has been appointed by the Employer for a period of at least 12 consecutive weeks. The positions covered by this Agreement are: building maintenance person I, building maintenance person II, building maintenance person III, storekeeper, maintenance-custodial, head cleaner, groundskeeper, groundskeeper III, custodian, cleaner, and laborer (DL).
- (b) **GRANT PERSONNEL**: A grant personnel appointment shall be an appointment to fill a position for the grant period or portion thereof. Any position encompassed by such grant which is included in any of those positions listed in (A) above shall be considered as a unit position for the grant period (unless excluded pursuant to Section 1.2 below). It is understood that any such appointment may be terminated at will at any time. However, when a grant personnel appointment continues without a break in service after the expiration of the grant as a College operating position, and is funded by the Employer, all service rendered under the grant program shall be converted for seniority purposes and benefit rights under the terms of this Agreement.
- 1.2 **EXCLUSIONS FROM THE BARGAINING UNIT**: Excluded from the bargaining unit are all the employees not specifically included above, all summer seasonal, work-study, student assistants and job training employees.
- 1.3 **DEFINITION OF EMPLOYEES**
- (a) **Full-Time**: Those employees who work a minimum of 40 hours per week as defined by the job classification, and who occupy a permanent position.
- (b) **Regular Part-Time**: Those employees who work a minimum of 20 hours or more per week (based upon the full-time rate noted above) on a regular schedule. These part-time employees shall be eligible for benefits only as noted below:
- (1) **Health Insurance**: The College will pay 50% of the premium amount paid for full-time employees as noted in Sections 13.2 and 13.3 below.

- (2) Sick Leave: One-half day per month (4.0 hours for 40 hour/week employees), subject to the remaining requirements of Article 8.
- (3) Personal Leave Time: 12.0 hours/year for 40 hour/week employees, subject to the requirements of Article 8.4 below.
- (4) Vacation: One (1) week per year (40 hours for 40 hour/week employees), subject to the requirements of Article 11 below (specifically 11.2 and 11.3).
- (5) Holidays: One-half pay for each scheduled day pursuant to Article 10 below (4.0 hours for 40 hour/week employees).
- (6) Step Increases: Where applicable, shall occur at a point in time when the employee's total accumulated hours equal one full year. (2,080 hours based upon a 40 hours per week full-time schedule.)

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by law.
- 2.2 Except as specifically addressed in this agreement, the Employer retains all rights, privileges, and authority, including but not limited to the exclusive right to direct and schedule the work force, plan, direct and control operations, and to promulgate and enforce rules and regulations as it may deem necessary in the management, direction and administration of all operations and activities of the college.
- 2.3 The TSPA will not challenge the performance of exclusive unit work by other non-unit College employees when such work is a first-time or non-regular occurrence. The College will not permit such work done to result in a layoff of TSPA bargaining unit personnel or a reduction from full-time to part-time status for any TSPA bargaining unit member.

The TSPA may not challenge the performance of exclusive unit work by a student-worker of the College, or a seasonal employee of the College, provided no TSPA unit member who performs such work is on layoff or has been reduced from full-time to part-time status.

Sub-contracted work through a non-College vendor exclusively performed by TSPA unit members shall remain negotiable between the TSPA and the College on a case by case basis. There shall be no restriction on the College's use of outside contractors in relation to capital improvements.

The College agrees to post a system-wide message to all employees directing they refrain from work normally performed by members of the TSPA bargaining unit. This posting will be made during both the Fall and Spring semester.

This section shall supersede any inconsistent provisions of this Agreement.

- 2.4 The College shall retain the sole right to determine whether and to what extent TSPA members are assigned to perform work at the site referred to as the "Niagara Falls Culinary Institute (the "Institute")." From the ratification date of this contract settlement through and including August 31, 2018, the TSPA shall not at any time during that period assert exclusivity over any of the work performed at the Institute, and the College shall be permitted to subcontract out any work at the Institute that otherwise would be considered to be exclusive TSPA work. The TSPA shall not be permitted to challenge the College's subcontracting of work at the Institute during this period through the contractual grievance/arbitration process, PERB's improper practice procedure or in any other forum. This provision shall not apply to any site other than the Institute. On September 1, 2018 the subcontracting of work that would be

considered exclusive to the TSPA shall cease. The College shall not be permitted to permanently transfer any existing TSPA member (i.e., a TSPA member hired on or before April 10, 2010) to work at the Institute without such member's consent, but the College may unilaterally assign an existing TSPA member to perform work at the Institute on an as-needed basis.

ARTICLE 3 - UNION RIGHTS

- 3.1 **DUES DEDUCTION:** The College shall deduct from the pay of each Union member, from whom it has received written authorization on a form to be provided by the Union, such amount for membership dues monthly or as the Union shall supply in writing to the college, and will forward such dues to the treasurer of the Union.
- 3.2 **AGENCY FEE:** Any present or future employees represented by the Union who are not Union members and who do not make application for membership within thirty (30) days after mutual ratification of this agreement or who do not become members of the Union thirty (30) days after their hiring date, shall have deducted from their wages, an amount equivalent to the total annual membership dues levied by the Union. The college shall make such deductions and transmit the sums so deducted to the Union in the same procedural manner as for membership dues provided, however, the Union has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction as required pursuant to Section 208(b) of the New York State Civil Service Law.
- 3.3 **SAVE HARMLESS:** The Union shall hold harmless the College and its officials from any claims, suits, or any other forms of liability that may arise as a result of the College's action or inaction pursuant to this Article, except for any negligence by the College, which results in the failure to promptly furnish the Union monies deducted pursuant to this Article.
- 3.4 **LISTING OF EMPLOYEES:** The College agrees to furnish the Union with an updated report, on a quarterly basis, involving any personnel changes which include names, work locations, and position titles of all employees in the bargaining unit covered by this agreement.
- 3.5 **USE OF COLLEGE FACILITIES:** The Union is granted the use of college facilities (for example, bulletin boards, meeting rooms, mail boxes) as are necessary for conducting its official business (for example, communication with its members, meetings of its membership and committees). The use is granted, provided that it does not interfere with normal operations of the college and subject to the college's internal assignment of space and bulletin board procedures. The Union agrees that any and all materials posted shall refer only to the professional business of the Union, and further agrees not to post election campaign material for or against any person, organization or faction thereof.
- 3.6 **LABOR-MANAGEMENT COMMITTEE:** A committee consisting of the president of the College or designee and the president of the Union plus one (1) additional person appointed by each president shall meet as needed to deal with issues not covered by this Agreement. Where appropriate, the

College and Union presidents may agree to expand any such session to a committee consisting of an equal number of College and Union representatives. Meetings shall occur at least once each quarter (unless mutually waived) and additional meetings shall be held upon the request of either president.

3.7 NO STRIKE PLEDGE:

- (a) Pursuant to the provision of Subdivision 3(b) of Section 207 of the Public Employees Fair Employment Law, the Union affirms:

That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike and will not engage in a concerted stoppage of work or slowdown.

- (b) Should any strike activity occur which the Union has not called, sanctioned or condoned, the Union must:

- (1) advise the College, in writing, that the strike activity was not called or sanctioned by the Union;
- (2) notify each employee engaging in the strike activity, in writing, with a copy supplied to the College president, that such activity has not been sanctioned or condoned by the Union;
- (3) inform all unit members, in writing, with a copy to the College president, that such strike activity has not been sanctioned or condoned by the Union.

- (c) Once the Union has performed the acts required by (b)(1) through (3) above, the union and its officers, agents and non-striking members shall have no further liability.

- (d) It is understood and agreed that any strike activity performed by a unit member shall be cause for discharge.

No Lockout Pledge

The College shall not lockout any employee covered by this Agreement during the term of this Agreement.

- 3.8 UNION OFFICER RELEASE TIME: The Union officers shall have a cumulative total of eighty (80) hours per contract year, without pay, to attend Union meetings. Unused time shall not accumulate from year to year. Reasonable notice, usually five working days, must be given to the College in advance of such leave. Such notice shall inform the College which Union

officer(s) plan to be absent, on which date(s) and the approximate time involved. In addition, Union officers may use compensatory, personal or vacation time.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 STATEMENT OF PURPOSE: Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the College and the employees is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the College and the employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies or in the courts. In this regard, every dispute over which a grievance may be filed by members of the bargaining unit or the Union shall be processed under this procedure, and recourse may not be instituted in any other forum.

4.2 REPRESENTATION OF EMPLOYEES:

- (a) The Union shall select Grievance Committee members to represent employees covered by this Agreement. The Secretary of the Union shall provide the College with a list of Grievance Committee members at the beginning of the contract year.
- (b) A total of three Union representatives, any one of which shall be permitted a maximum of one (1) hour per day to investigate and process grievances provided:
 - (1) notice to and permission from his/her immediate supervisor is given and secured, and
 - (2) such action does not interfere with the operation of any College department.

Additional time beyond the one (1) hour maximum noted above may be approved by the department head subject to the requirements noted above.

4.3 DEFINITIONS:

- (a) Grievance: a grievance shall be defined as a complaint by an employee or group of employees in the bargaining unit, or by the Union, that there is an alleged violation, misinterpretation or misapplication of the terms of this agreement.
- (b) Grievant: the person, group of persons, or the Union submitting the grievance.

- (c) Grievance Committee: a duly constituted committee of the Union composed of not more than three (3) members.
- (d) Department Head or Hearing Officer: the individual charged with the duty of rendering a decision at a particular stage of this procedure.
- (e) Representative of His/Her Choice: an individual employee, or representative of the Union or its grievance committee, who shall represent the Grievant.

4.4 GENERAL STANDARDS:

- (a) When to File: Formal grievances may be initiated, in writing, at Step 2 of the grievance procedure, within twenty (20) working days of the occurrence or knowledge of the occurrence. This latter situation shall only apply in those legitimate situations when circumstances beyond the control of the employee (or Union) prevented knowledge of the occurrence. In addition, it is agreed that when the Union files a grievance on behalf of a class of adversely affected unit members, such class action grievance shall not be used as a substitute for an individual filing, and shall not serve to extend the timeline by which an individual member of the class would have otherwise had to file his or her individual grievance.
- (b) Filing and Content of Grievances: Grievances shall be filed on a form agreed upon by the parties, and attached hereto as Appendix A. Such grievance shall contain a brief statement of the nature of the grievance, and the specific provision(s) of the Agreement alleged to have been violated. Failure to process a grievance within the time limit noted above shall be deemed a waiver of the alleged contractual violation.
- (c) Filing By a Group of Employees or By the Union: When a group of employees are affected by the same act or failure to act by the College, or the alleged violation impinges upon the rights of the Union as set forth in this Agreement, the Union may submit a grievance on its own behalf, directly at Step 2, within the time limits set forth in Section 4.4(a) above.
- (d) Proceeding to the Next Step:
 - (1) The failure of the College at any step to communicate his/her decision within the designated time limits shall permit the Grievant to proceed to the next step of the grievance procedure.
 - (2) The failure of the Grievant to appeal a decision to the next higher step within the designated time limits, as detailed below, shall

constitute a withdrawal of the grievance, and shall bar further action.

- (e) Grievance Hearings During Working Hours: Where it has been mutually agreed between the Union and the College to hold grievance hearings during working hours, time spent in the presentation of a grievance shall be paid and not charged against any employee's leave time.
- (f) Time Extensions Must Be in Writing: All time limits specified in the procedural steps of Section 4.5 below may be extended only upon the mutual consent of the parties, which shall be expressed in writing.

4.5 PROCEDURAL STEPS: All grievances arising out of an alleged violation, misinterpretation or misapplication of the terms of this agreement shall be presented and adjusted in the following manner:

- (a) Step 1 (Informal Stage): A Grievant having a grievance shall informally discuss the issue with his/her department head either directly or through a Union representative in order to provide the Department Head with the opportunity to discuss and resolve the issue.
- (b) Step 2 (Formal Stage): If the grievance is not resolved through the efforts at Step 1 above, it shall be presented to the Director of Human Resources in writing either directly or through a Union representative within twenty (20) working days of the occurrence or knowledge of the occurrence. The Director of Human Resources will make a reasonable effort to arrange a meeting within ten (10) working days with the grievant and a union representative for purposes of discussing the grievance. The Director shall render a decision thereon, in writing, and present it to the Union, with a copy to the Grievant within ten (10) working days after such meeting.
- (c) Step 3: The Grievant may appeal the decision rendered at Step 2 above within ten (10) working days after receipt of the decision by submitting a written appeal to the president of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and the Grievant's reasons for rejection of the decision rendered at the second stage. The president shall then render a decision, in writing, to the Union, within ten (10) working days of receipt of the appeal to Step 3.
- (d) Step 4: In the event there has been no resolution of the grievance regarding the terms of this agreement, the unresolved issues may be submitted by the Union to binding arbitration no later than fifteen (15) working days from the written decision at Step 3 above, by filing a demand for binding arbitration with the Public Employment Relations

Board. Thereinafter, arbitrator selection and arbitration procedures on this Article shall be conducted pursuant to the rules and regulations of the Public Employment Relations Board. Nothing in this section shall prevent or affect the ability the College may otherwise have to challenge the arbitrability of the grievance.

- (e) Power and Authority of the Arbitrator: It is understood and agreed that this Agreement constitutes the entire agreement of the parties. Accordingly, the arbitrator shall limit his/her decision strictly to the interpretation or application of the express provision(s) of this Agreement, and shall be without power or authority to make any decision or award:

- (1) modifying or amending in any way, or inconsistent with the terms of this agreement; or

- (2) which is contrary to law;

- (f) All fees and expenses of the arbitrator shall be borne equally by the College and the Union.

4.6 REMEDY: The arbitrator shall have the power and authority to decide whether or not the Agreement has been violated, and to issue a make whole award.

ARTICLE 5 - DISCIPLINE/DISCHARGE

5.1 No employee having the benefit of seniority shall be disciplined or discharged without just cause.

5.2 Measures To Correct Unsatisfactory Performance or Unacceptable Conduct:

The measures listed below may be utilized when it is necessary to respond to unsatisfactory work performance or unacceptable conduct. The primary goal of implementing these measures is corrective; however, nothing in this Agreement prohibits the College from imposing whichever level of discipline the College believes appropriate under the circumstances. It is mutually understood that some offenses, violations and/or acts of misconduct are so serious that the College's response must not be limited, and severe disciplinary action, including suspension without pay and/or termination, may be warranted for a first offense. The measures below are listed to identify and explain the means to address unsatisfactory work performance and unacceptable conduct as well as to identify avenues for rebuttal or review of such action.

- a. Verbal Counseling – a method (non disciplinary action) used to inform employee of unsatisfactory work performance or unacceptable conduct as well as the expectations for avoiding future occurrences. The supervisor normally holds a private meeting with the employee following the performance or conduct at issue. The verbal counseling is not subject to the disciplinary grievance procedures.
- b. Written Counseling – a method (non disciplinary action) used to inform employee of unsatisfactory work performance or unacceptable conduct and, where appropriate, any action deemed necessary to prevent further occurrences. The supervisor will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. If warranted, the supervisor will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Such written counseling memorandum is placed in the employee's personnel file. The written counseling is not subject to the disciplinary grievance procedures but may be rebutted within 5 working days following receipt of the written counseling memorandum. Written rebuttals, if any, will be filed in the personnel file along with the written counseling memorandum.
- c. Written Reprimand – a disciplinary action used to inform the employee of unsatisfactory work performance or unacceptable conduct and stating that further occurrences are subject to further disciplinary action up to and including termination. The supervisor will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a

right to union representation at the meeting. If warranted, the supervisor will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct. Written reprimands are subject to the disciplinary grievance procedures but may not be arbitrated. The written reprimand, and any rebuttal from the employee presented during the grievance process, is placed in the employee's personnel file.

- d. Suspensions Without Pay – a disciplinary action that indicates the employee's unsatisfactory work performance or unacceptable conduct is of a level of seriousness that warrants a penalty affecting the employee's pay. The supervisor will conduct a meeting with the employee to review the performance or conduct at issue. The employee has a right to union representation at the meeting. If warranted, the supervisor will present a written memorandum following such meeting documenting the unsatisfactory work performance or unacceptable conduct and the dates of the suspension without pay. All documentation of suspensions without pay is filed in the employee's personnel file. Suspensions without pay are subject to the disciplinary grievance procedures and arbitration.
- e. Termination – a disciplinary action which indicates that the employee's unsatisfactory work performance or unacceptable conduct is of a level of seriousness that employment must be terminated. The supervisor will conduct a meeting with the employee to review the performance or conduct at issue. If warranted, the supervisor will present following such meeting a written memorandum documenting the unsatisfactory work performance or unacceptable conduct and the date of termination. The employee has a right to union representation at the meeting. All documentation of terminations becomes a record in the employee's personnel file. Terminations are subject to the disciplinary grievance procedures and arbitration.

5.3 DISCIPLINARY GRIEVANCES: Employees having seniority shall have the right to file a grievance under this Agreement to protest the absence of just cause for disciplinary actions, as identified in Section 5.2, subparagraphs c, d and e. Disciplinary grievances must be presented at Step 2 of the grievance procedure within no more than ten (10) working days after the receipt of the disciplinary memorandum by the employee or the union (whichever occurs first). If a grievance is not filed within the appropriate time period, the disciplinary action shall be deemed for just cause.

ARTICLE 6 - WORK HOURS

6.1 WORKWEEK:

- (a) The workweek for full-time employees shall be scheduled between Sunday through Saturday and shall consist of 40 hours per week. However, current employees of the College as of September 1, 1991, shall be scheduled Monday through Friday, unless they agree otherwise. It is understood and agreed that the College may create new positions and/or fill vacancies on a Sunday through Saturday basis.
- (b) For employees whose regular work schedule is other than Monday through Friday, the College will provide the affected employee with two (2) consecutive days off unless the employee agrees otherwise.

6.2 WORK HOURS: Within the 40 hours per week noted above, the College may schedule hours during the workweek so that a workday is eight (8) consecutive hours for 40 hour/week employees.

6.3 WORK SCHEDULE:

- (a) Work schedules for the Fall, Winter, Spring, or Summer shall be provided to employees as soon in advance as possible and posted on the department's bulletin board. Within the parameters of 6.1 and 6.2 above, schedules may be changed or altered based upon the operational needs of the College, but any such changes shall be kept to a minimum, and such schedule changes shall not be used to avoid the payment of overtime. Reasonable advance notice of not less than one (1) week shall be given for changes in work schedules, except for emergency situations.
- (b) The College agrees to speak with employees who may be adversely affected by the changes or alterations in their schedule, and to cooperate with them to the extent feasible (e.g., employees who may have child care difficulties, or who may be caring for ill or disabled immediate family members, etc.).

6.4 LUNCH PERIODS: Management will assign lunch periods to assure appropriate office/job coverage. However, once assigned, employees shall be guaranteed an uninterrupted lunch break, which will only be interrupted in the case of an emergency.

6.5 CALL-IN: Employees who are called at times beyond their normal working days shall be paid for four (4) hours at the rate of time and one-half the employee's regular straight-time rate. For purposes of this section, a call-in shall mean a circumstance where the College requires a unit member to report

to work within one (1) hour from the time such notice is given. In addition, employees shall receive, where applicable, the appropriate shift differential on a straight-time basis where the past practice between the parties has so provided.

6.6 SUMMER HOURS

- (a) Summer Schedule: The College reserves the right to convert to a summer schedule. Such schedule shall commence not earlier than the first Monday after graduation and end no later than the Friday preceding Labor Day. During the summer schedule employees may request to work a 4 day schedule which will consist of Monday through Thursday with Friday, Saturday, and Sunday off, or Tuesday through Friday with Saturday, Sunday, and Monday off. The College President reserves the right to determine the work schedule for unit members. However, where conflicts in scheduling occur, they will be resolved by granting requests for a 4 or 5 day schedule by College seniority.
- (b) Employee Options: Employees who request and have approved to work a 4 day schedule will have the following options for completing their 4 day work schedule:
 - (1) completing their 40 hour work schedule in 4 days working 10 hour days with a 30 minute lunch break, or
 - (2) working 8 hours per day and receive pay, on an hourly basis, for time actually worked (including approved leave time with full pay) and going off the payroll for the fifth day, or
 - (3) working 8 hours per day and receive pay, on an hourly basis, for time actually worked (including approved leave time with full pay) and making up lost time through the use of compensatory, personal, and/or vacation time for the fifth day.
- (c) Essential Personnel: All members of this bargaining unit shall be considered as essential personnel except the storekeeper. Accordingly, where the College president is satisfied that any of the essential employees are able to complete their tasks and responsibilities on a Monday through Thursday or Tuesday through Friday basis (subject to article 6.6 (a) above), the summer hour schedule shall be offered to the extent feasible to these employees based on College seniority.

(d) Notice

- (1) Notice to the Union shall be provided at least sixty (60) days prior to the effective date of any summer hour change, together with the staffing needs and work hours associated with such needs.
- (2) Employees shall notify their supervisor, at least four (4) weeks prior to the effective date of the first day of the College's summer hour's schedule of which option in Section (b) above each employee selects. Once the option is chosen, it may be changed only with the consent of that employee's supervisor, which shall not unreasonably be denied. However, the supervisor's decision is final and shall not be subject to the grievance and arbitration procedure of this Agreement.
- (3) The College shall notify employees of their work schedules as far in advance as possible following receipt of the employee's options, but in any event no later than one (1) week prior to the beginning of the summer schedule. The College shall have the option of changing an employee's work location in order to accommodate its needs.

(e) Overtime: Employees electing to work an accelerated schedule on a Monday through Thursday or Tuesday through Friday basis shall be paid overtime only for those hours actually worked beyond forty (40) hours per week.

(f) The College and the Union shall meet, on an as needed basis, to evaluate the procedures associated with the program, and attempt a joint resolution of any problems which may have occurred. Where mutual agreement is not possible, the College president shall retain final authority regarding any and all procedural changes, which may include but is not limited to the decision to continue or cancel any further summer hour's program. However, changes in terms and conditions of employment as defined by the Taylor Law require Union approval.

6.7 TEN MONTH EMPLOYMENT:

(a) The College shall have the option of creating ten-month position(s). Such position shall normally be scheduled to encompass the period from ten (10) workdays before Labor Day to (10) workdays following graduation.

(b) Implementation

- (1) Procedure: Once the College designates ten (10) month position(s), within any department it shall post notice of such position(s) on the Human Resources' bulletin board and simultaneously send a copy of such notice to the Union president. Following the procedure outlined in such notice, employees may voluntarily elect to convert to a ten (10) month schedule.
- (2) Return to Normal Position: Twelve (12) month employees who may be affected by the College's conversion of any department (or portion thereof) to a ten month operation, shall be transferred to any other College department, based upon need, for the remaining two (2) months. Following such period, such employee(s) shall be returned to his/her normal position.

(c) New Hires/New Positions:

- (1) The College reserves the right to create new ten (10) month positions in their own right, or as a replacement for a twelve (12) month position where the incumbent in such position has resigned, retired, transferred from or otherwise left such position.
- (2) New employees may be hired by the College on less than a twelve (12) month basis.

(d) Permanent Transfers to Ten (10) And/or Twelve (12)

Month Positions: Employees who desire a twelve (12) or ten (10) month position may be transferred in order to meet the needs of the College. However, it is understood that such transfers must be on a voluntary basis.

(e) Ten month employees shall be eligible for benefits as noted below:

- (1) Health Insurance: 100% of the applicable benefit for full-time employees as provided in Article 13.
- (2) Leaves of Absence: As per Article 8 and Article 9.
- (3) Holidays: All paid holidays listed in Article 10 which fall within the employee's work year.
- (4) Step Increase: Step movement for each full ten (10) month year worked.
- (5) Christmas and/or Spring Recess: When the College exercises its option to shut down for Christmas and/or Spring recess, non-

essential ten-month employees affected thereby shall be paid at their regular rate of pay for the duration of such recess period(s).

- (6) Credit in the New York State Employees Retirement System up to a maximum of ten (10) months.

Should the above list fail to include any benefit which the Union feels that ten (10) month employees are entitled to the Union president shall bring same to the attention of the College president. It shall be left to the two presidents to resolve any such issue.

- 6.8 SHIFT DIFFERENTIAL: Employees who are regularly scheduled to work a shift commencing after the normal 9:00 a.m. to 5:00 p.m. shift time shall receive an additional 55 cents per hour for all hours worked after 3:00 p.m. Where such employees are regularly scheduled to work a shift commencing at 11:00 p.m. or later, they shall receive an additional 75 cents per hour for all hours worked after 11:00 p.m.

6.9 TRANSFERS:

- (a) Intra-College (Competitive and Non-Competitive): Authorization for intra-college reassignments to a posted vacancy may be requested through the appropriate Dean and such authorization will not be unreasonably withheld. Intra-college transfers may be initiated by the appropriate Dean.
- (b) Involuntary Transfers: Transfers in which the College retains the unfettered right to transfer employees. No such transfer shall be used for disciplinary purposes. Employees may request, in writing, a reason for any such transfer where there is a perceived hardship (financial or physical).

6.10 Job Posting:

- (a) Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classifications or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on the department's bulletin board, stating the job classification, rate of pay and nature of the job requirements in order to qualify. Such posting shall be for a period of ten (10) working days.

Such notices shall be prepared by Human Resources and it shall be the responsibility of the department head to post such vacancy on the bulletin board in his department

- (b) Promotional opportunities shall be posted college-wide. The College reserves the right to select from among applicants for any position the most qualified employee for the job. However, due regard will be given to seniority.
- (c) In case of a competitive position, within the bargaining unit, permanent appointment may be made in accordance with Civil Service Rules and Laws, except that should no list of eligible applicants be in existence, then a temporary appointment may be made in accordance with Subsection (b) of this Article.

6.11 Shift Preferences:

Shift preferences will be granted on the basis of seniority within the same job classification.

6.12 Volunteer Firemen:

Unit members who are volunteer firemen who are called by their respective volunteer fire company to respond to an emergency during duty hours may be excused from their job duties provided there is not an urgent need at the College as determined by the supervisor. Unit members who are excused from their duties under this provision may use any accumulated leave time, except sick, which has been credited to their record.

6.13 Cleaner's Job Description:

In general, the tasks performed by Cleaners will be in accordance with the most recent Civil Service job description. It is understood that recycling will not become part of a Cleaners daily, routine assignment. It is also agreed that item numbers 9 and 10 in the Civil Service job description for Cleaners, dated 3/10/2000, are not part of the duties that will be performed by Cleaners at NCCC. Should the Civil Service job description be revised, it is agreed that the College will review the new job description with the TSPA in order to agree to any task that may not be applicable to Cleaners at NCCC. (See Appendix D for Civil Service job description for Cleaners dated 3/10/2000).

ARTICLE 7 - COLLEGE CLOSING

7.1 INCLEMENT WEATHER OR HEALTH/SAFETY RELATED EMERGENCY CLOSING PROCEDURES

When the College is officially closed due to inclement weather or other health/safety related emergency situations, the following procedures shall apply:

- (a) Unit Essential Personnel: These employees shall report to work unless specifically directed not to work by the College President or his/her designee. When directed not to work, an employee shall receive his/her regular salary for time not worked. Should any member of this bargaining unit work during all or any portion of a college closing for inclement weather or health/safety related emergency closing situation, he/she will receive the equivalent of double time for time worked as follows:
 - (1) pay, on a straight time basis, for all time worked plus compensatory time equivalent to all time worked, subject to the limitations of Article 12.9 (b), or
 - (2) pay, at the rate of double time, for all time worked.
- (b) Other Unit Employees: These employees will not work during college closings for inclement weather or health/safety related emergency situations, unless directed to do so by the College President or his/her designee. When these employees do not work, they shall be paid their regular salary for time not worked.
- (c) It is understood that the President of the College has the sole right to determine which bargaining unit personnel and how many will work during college closings for inclement weather or health/safety related emergency situations. When not all essential unit personnel are required to work, the determination of who will work will be based on the fewest number of overtime hours credited to those who are assigned to the same shift and from among those who hold job titles that have been grouped for overtime purposes i.e., Groundskeepers, building maintenance person I, building maintenance person II, custodian, laborer (DL) and head cleaner/cleaner. It is also understood that the President is not required to have bargaining unit personnel from each group work.

- 7.2 EMPLOYEE CALL-IN: Employees who are called into work shall receive a call-in guarantee of four (4) hours pay at the applicable straight time or overtime rate. If employees work beyond the call-in time set forth herein, the

employees shall continue to be paid for all such hours or part thereof worked at a straight time or overtime rate, whichever is applicable.

7.3 Notwithstanding Article 6.8 for the purpose of this article, a day shall be defined as 12:01 o'clock A.M. through twelve o'clock A.M. (midnight). If the College is forced to close after 7:00 A.M., employees working between that time and 12:00 A.M. midnight shall benefit from Section 7.1 above. If the College is forced to close before 7:00 A.M., employees working between 12:01 A.M. and the announced closing shall benefit from Section 7.1 above.

7.4 College Shutdown Other Than Inclement Weather or Health/Safety Related Emergency Situations:

- (a) The College has the sole right and option to implement a total shutdown of the College for a period of time deemed necessary and there is no implied right of any shutdown period under the terms and conditions of this bargaining agreement.
- (b) If the College exercises its option to implement a shutdown period, the Vice President of Operations must determine the number of essential personnel in accordance with paragraph c below, as defined in Article 6.6 (c) that would be desired to work.
- (c) A minimum of 50% of the unit members designated as essential personnel shall be permitted to work during the shutdown period. The 50% shall be divided equitably by department, which are currently Maintenance, Grounds, Custodians, Laborers (DL), and Cleaners. (An example would be Maintenance 6 members x 50% = 3 members). Normal rounding rules will be followed to determine this number (i.e. a fraction of 50% or greater rounds up to the next whole number). If less than 50% of the essential personnel request to work, the College is not obligated to meet the 50% minimum.
- (d) Prior to Thanksgiving for the winter recess and the last full week in February for the spring, the College will ask and schedule all essential personnel from within each department as described in (c) above, beginning with the member who has the most overall seniority, for the opportunity to work the upcoming recess period. The College will continue this process until the desired number of people from each department has been chosen. Should less than 50% of the department want to work, the College shall allow more than 50% from another department the opportunity to work until enough unit members are designated. After having followed this procedure, if fewer than 50% do not desire to work and the College feels that it can do the necessary work with fewer unit members, the College may schedule fewer than 50% of the designated employees.

- (e) If the College should require additional personnel from a particular area above those requesting to work during the shutdown, it shall canvass from within the TSPA unit members who are qualified, and only use non-bargaining unit personnel when such canvassing fails to provide the additional coverage for the shutdown.
- (f) For the purpose of this article, Head Cleaner and Cleaners are considered to be the same job classification.
- (g) College seniority will be used to resolve conflicts in determining who will work.
- (h) Essential employees who work during a shutdown period will receive the equivalent of double time for time worked as provided in Article 7.1 (a) (1) and (2) above. If a unit member does not request to work, he/she will be paid their regular rate of pay.
- (i) If the Storekeeper declines to work during the Shutdown, the College retains the right to assign the responsibility to accept deliveries to any other unit member(s).

ARTICLE 8 - SHORT TERM LEAVES OF ABSENCE

8.1 SICK DAYS:

- (a) **Sick Leave:** All full-time employees (including probationary employees) shall be credited with one sick leave day per month of service which may accumulate up to a maximum of 229 days (1,832 hours for 40-hour personnel). Once this maximum accumulation is reached, no more sick leave credits may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the appropriate number of maximum days.
- (b) Sick leave credits shall not be earned while an employee is on a leave of absence without pay in excess of five (5) workdays per calendar month, under disciplinary punishment involving the loss of work time in excess of five (5) workdays per calendar month, or while on a leave of absence with one-half ($\frac{1}{2}$) pay.

8.2 SICK LEAVE USAGE:

- (a) Employees will be eligible for paid sick leave only when suffering from an illness or injury that would prevent the performance of his/her duties. Employees who feign sickness or injury, deceive or attempt to deceive any physician, or any other competent authority concerning his/her mental or physical condition, or fraudulently use or abuse sick leave in any regard, may be subject to disciplinary action including discharge. Employees may use sick leave in fifteen (15) minute intervals.
- (b) Employees shall be permitted to use a maximum of ten (10) of his/her sick leave days per year for illness of a spouse or child or for the illness of a parent. In cases of a catastrophic illness or injury of a spouse, child or parent, the employee may use his/her accumulated sick leave time and personal business leave. The department head may request a physician's statement of illness for an employee if family illness causes an absence of the employee in excess of three (3) consecutive workdays.
- (c) Employees may utilize accumulated sick leave credits in no less than $\frac{1}{4}$ hour (15 minute) increments for medical or dental visits which cannot be scheduled other than during the time of the employee's normal work schedule. The employee must supply prior notice to his/her supervisor of at least three (3) workdays.
- (d) **Notice:** An employee must have given notice of his/her absence due to illness to his/her immediate supervisor (or designee) as far in advance as possible, preferably at least one (1) hour before the employee's regular shift starting time. Said notice must be given personally or, if

totally incapacitated, by a representative. The notice may be reduced or waived in case of an emergency. In such case, the employee's immediate supervisor may inquire into the nature of the emergency.

- (e) Medical Substantiation Required: An employee may be requested to furnish a medical certificate under the following circumstances:
 - (1) For any absence which exceeds five (5) consecutive workdays.
 - (2) Where reasonable cause exists to believe that an employee may be abusing sick leave privileges (for example, calling off sick after being denied a time off request, or where review of the employee's record of sick leave usage demonstrates the existence of a pattern or practice). An employee required to obtain a doctor's statement must present same to his/her immediate supervisor within 48 hours after the earlier of (a) his/her return to work from an illness exceeding five (5) consecutive workdays, or (b) after being told to submit such excuse.
- (f) Requirements for Medical Verification: to meet the requirements of Section (e) above, a medical certificate must:
 - (1) be signed by a person licensed to practice medicine;
 - (2) describe briefly the nature of the illness or injury which resulted in the employee's absence;
 - (3) state the date or dates on which the person signing the certificate treated the employee for the illness or injury which resulted in the employee's absence;
 - (4) state any duties and responsibilities that the employee is incapable of performing with the medical condition treated; and
 - (5) state that the employee is fit to resume the duties of his/her position.

8.3 SICK LEAVE EXTENSION:

- (a) Permanent employees who have served continuously for two (2) years shall be granted sick leave with one-half pay for a period not to exceed three (3) months. It is understood and agreed that this three (3) month period represents the total mandatory sick leave extension benefit for the employee's career at the College. Employees must utilize all accumulated sick and vacation leave credits before they are entitled to

the sick leave extension benefit. Requests for a sick leave extension must be accompanied by a document prepared by a physician of the employee's choice which certifies as to the employee's disability. A doctor's statement will be required at the completion of each thirty (30) day period which certifies as to the employee's continued disability.

- (b) Shall there be any evidence of abuse of this Section, it is agreed that either party may, by written notification, request a meeting to discuss such abuse. Such meeting to be held within five (5) working days of the request.
- (c) An additional period of up to three (3) months with one-half pay to extend the sick leave extension may be granted with the approval of the College President.
- (d) The College will have the right to have the employee examined by a neutral physician as they deem necessary during this ninety (90) day extension period. The cost of this examination will be borne by the College.
- (e) Leave, not exceeding twelve (12) months without pay, may be granted in the case of employees who have served continuously for at least one year in the College service. No sick leave without pay in excess of twelve (12) months shall be granted unless the department head has obtained prior approval for such an extension from the Niagara County Civil Service Commission.
- (f) At any later time during an employee's career, a period of up to three (3) months with one-half pay may be granted with the approval of the College President for illness or disability.

8.4 PERSONAL BUSINESS LEAVE: All full-time employees and probationary employees who have completed ninety (90) days of continuous service shall receive three (3) days for personal business leave subject to the following conditions:

- (a) Personal business leave shall be deemed to mean a personal leave day to conduct personal business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.
- (b) Written request shall be made to the department head, at least three (3) business days prior to the day of leave, except in the case of an emergency.

- (c) The personal leave day shall not apply on the day before or the day after a holiday or in conjunction with a vacation except with the express written approval of the College president or his designee.
- (d) The College may disapprove the use of a personal business leave day when the number of personal leave requests falling on any one day endangers the proper function of the department.
- (e) Unused personal leave days which remain as of August 31st of any year shall accumulate as unused sick leave.
- (f) Upon retirement or resignation, all bargaining unit members shall be paid for any unused personal business leave days as of the date of retirement or resignation at the current rate of pay.
- (g) Personal business leave days may be used in no less than ¼ hour (15 minute) intervals.

8.5 BEREAVEMENT LEAVE:

- (a) Leave of absence with pay shall be granted to an employee who is absent from duty because of the death of a member of his/her immediate family. The immediate family of an employee shall include spouse, mother, father, sister, brother, children, grandparents, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, father-in-law and mother-in-law or any person occupying the position of a parent of the employee or their spouse.
- (b) (1) The employer shall grant a leave of absence with pay for the duration of time not to exceed three (3) consecutive regularly scheduled workdays from the date of occurrence provided however that such three workday period must include the day of the funeral. The employer shall grant a leave of absence with pay for the duration of time not to exceed five (5) consecutive regularly scheduled work days from the date of occurrence, provided however that such five (5) workday period must include the day of the funeral for the death of spouse, mother, father, sister, brother, or children.
- (2) Where death occurs after the employee has reported to work, that day does not count as one of the three (3)/five (5) release days.
- (3) Employees may, in addition to the three (3)/five (5) work days granted above, utilize vacation or personal leave time to extend the period of bereavement leave provided proper notice is given to the employee's immediate supervisor.

8.6 LEAVE OR TIME OFF FOR STUDY OR EXAMINATION OR OTHER EDUCATIONAL PURPOSES:

- (a) Full-time leave for study or examinations without pay shall be granted in special cases and is determined on the individual factors affecting the request. Approval shall be within the discretion of the College president or his designee.
- (b) Employees may be granted two (2) hours off per week with pay to attend school under the following conditions, subject to the approval of the College president:
 - (1) The course must be directly related to the work of the department and increase the usefulness of the employee to the department.
 - (2) It must be a course that is not available after work hours.
 - (3) The work of the department makes it possible for the employee to be spared for that amount of time.
 - (4) It must be a course offered by a recognized college, university or school.
- (c) Credit Courses at NCCC: Bargaining unit members shall be allowed to enroll for credit in courses, without charge, to a maximum of three (3) credit hours per semester (maximum of six (6) credit hours per year), on a seat-available basis. Seat availability shall be determined after the conclusion of registration (including late registration) and prior to the commencement of classes. Leave time, with or without pay, shall be determined pursuant to (a) or (b) above. The \$50 deposit required for first time enrolled student to register for classes will be waived for employees enrolling in credit courses under this provision.

8.7 MILITARY LEAVE: Military leave shall be granted according to the laws of the State of New York and the United States.

8.8 LEAVE FROM SERVICE IN EXEMPT, NON-COMPETITIVE, FLAHERTY CLASS OR UNCLASSIFIED SERVICE: Shall be in accordance with Civil Service Law, Rules and Regulations.

8.9 JURY DUTY SERVICE:

- (a) An employee who is summoned and is actually required to attend and serve as a juror will not suffer any loss of pay as a result of time actually lost from work due to such jury duty provided that the employee shall be required to:

- (1) notify his/her immediate supervisor as soon as possible, within at least two (2) weeks before the day the employee is required to report for jury service, and if not possible, as soon as possible after receiving the notice to report;
 - (2) return to his/her immediate supervisor completed forms certified by the Court Clerk;
 - (3) cooperate with the College in requesting excuse or delay from jury service where the employee's absence will adversely affect the College's operations.
- (b) It is understood that employees will report back for work at any time when they are free from their responsibilities of jury duty.
 - (c) Employees who serve on jury duty on any given workday will be excused with pay from their regular work shift as follows:
 - (1) Second shift employees will be excused with pay for each second shift immediately following the day served on jury duty.
 - (2) Third shift employees will be excused with pay for each third shift immediately preceding the day served on jury duty provided the immediate preceding day is a workday.
 - (d) All monies received by the employee (except for out-of-pocket expenses) must be promptly turned over to the College.

8.10 COURT APPEARANCE: Employees shall be granted time off up to a maximum of three (3) workdays without loss of pay when subpoenaed or summoned to appear as a witness, or when required to appear for the purpose of making a deposition. This leave shall not apply when the employee is a plaintiff or a defendant in any proceeding, but absence due to the necessity for court appearance as a plaintiff or defendant may be charged against personal leave. All monies received by the employee (except for out-of-pocket expenses) must be promptly turned over to the College.

8.11 LEAVE DUE TO INJURY OR DISEASE INCURRED IN THE PERFORMANCE OF DUTY: An employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Worker's Compensation Law, may, pending adjudication of his or her case and while his or her disability renders him or her unable to perform the duties of his or her position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave credits and other time credit(s)), on approval of the appointing authority after full consideration of all facts involved. Vacation and sick leave credits shall not be earned under these circumstances for periods

that an employee is on such discretionary six (6) months' leave with pay. Should the disability persist beyond this period, plus accumulated sick leave credits and other time credits, such employee may be placed on leave without pay for a further period not to exceed twelve (12) months. When employee has been awarded compensation by the Worker's Compensation Board for the period of his or her leave with pay, such compensation award for loss of time for such period shall be credited to the College. Upon his or her return to active duty, such employee shall be re-credited with that proportion of earned credits consumed during the period of his or her absence, which the amount of his or her Worker's Compensation award covering the period of earned sick leave and other time credits consumed and credited to the College, bears to the amount of salary he or she received during the period that sick leave and other time credits were consumed. All lump sum payments and/or awards to which the employee is entitled by law for injury or disability shall be retained by the employee and the College shall not make any claim for all or any portion of such award. If any employee requests vacation pay for his or her vacation while on a compensable leave, the employer shall pay such employee for the accrued leave.

- 8.12 Unpaid Leave of Absence: Full-time leave without pay not to exceed one (1) year may be granted in special cases and is determined on the individual factors affecting the request. Requests for such leave shall be submitted in writing to the Department Head at least thirty (30) days prior to the commencement of the leave, whenever possible. The request shall contain the date of commencement of the leave and the date of termination. Approval shall be within the discretion of the College President.
- 8.13 Health Insurance - Unpaid Leave Of Absence: Health insurance benefits shall continue for up to a period of three (3) months during any approved unpaid leave of absence. Health insurance benefits for an employee on a leave due to an injury sustained while in the performance of his/her duties shall continue for a period of up to one (1) year of an unpaid leave of absence. This benefit is in excess of the six (6) months of paid leave as defined in Section 8.11 above.

ARTICLE 9 - CHILD REARING LEAVE

- 9.1 MATERNITY-DISABILITY LEAVE: Shall be governed by Sections 8.1 through 8.3 above.
- 9.2 CHILD REARING LEAVE – PURPOSE:
- (a) Subject to the conditions set forth in this Article, child rearing leave shall be granted to any employee for the purpose of caring for a child who is resident in the employee's own home during the period of the leave, provided that the employee desires to resume active employment following the expiration of such leave period.
 - (b) Further, the leave shall apply for caring for a newborn child or a newly adopted child six (6) years of age or younger.
 - (c) Employees serving their initial probationary period at the time of hire or rehire shall not be entitled to child rearing leave pursuant to this Article. Employees serving a probationary period as a result of a promotion to a different competitive class position subsequent to having fulfilled their initial probationary period shall be eligible for the benefits of this Article.
- 9.3 ADVANCE WRITTEN NOTICE: Where the need for a leave can reasonably be anticipated in advance, as in the case of pregnancy, pending adoption or the like, the employee shall give his/her immediate supervisor written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin.
- 9.4 APPLICATION:
- (a) Child Rearing: Actual application for the leave shall be submitted to the employee's immediate supervisor at least thirty (30) calendar days in advance of the first day of leave. Such 30 day notice may be reduced or waived if immediate leave had to be taken without notice because of circumstances beyond the employee's control.
 - (b) Adoption: The employee will make every effort to provide at least thirty (30) days notice of intent. Leave shall commence with the adoption.
- 9.5 TERM OF LEAVE: An employee will be permitted up to a maximum of ten (10) months of unpaid leave for child rearing pursuant to this Article.
- 9.6 WITHOUT PAY: Child rearing leave is without pay or benefits of any kind except as provided in 8.12 above.
- 9.7 NOTICE OF INTENT TO RETURN: The College shall send a notice to employees who are on an approved child care leave as a reminder that the

leave period is nearly up. Such notice shall be sent at least forty-five (45) days prior to the employee's scheduled date of return. The employee must then confirm to his/her immediate supervisor, in writing, the employee's intent to return on the required day and such writing shall be delivered to the immediate supervisor not later than the thirtieth (30th) consecutive calendar day prior to the last day of the leave. Failure to give such notice on time may be deemed to be a voluntary resignation by the employee, which the college is entitled to accept, effective as of the last day of the leave.

9.8 FAILURE TO RETURN: If the employee fails to resume active employment by the end of the granted leave period, the employee will be considered as having voluntarily resigned. The effect of any such resignation shall include permanent severance of employment with the college for all purposes under the law. However, if the employee's failure to file or return when scheduled was due to an emergency, the employee may be excused, if the employee:

- (a) notifies his/her immediate supervisor as soon as possible following the emergency;
- (b) provides any documentation which may be requested by the supervisor; and
- (c) the College President, or his designee, determines that the documentation submitted suffices.

For purposes of this Section, an emergency is any circumstance beyond the control of the employee, where, even with due diligence, such unforeseen circumstance prevented the employee from complying with the requirements of this Article.

9.9 ACCUMULATION OF SENIORITY OR SERVICE CREDIT:

- (a) Probationary service credit or seniority will not be granted for any period of time spent on child rearing leave.
- (b) When employees return from child rearing leave, they shall be recredited with all unused time accumulated benefits which they had accumulated as of the day prior to the first day of their leave.

ARTICLE 10 - HOLIDAYS

10.1 The following are legal holidays for members of the bargaining unit. If any of the following holidays fall on a Sunday, the next day thereafter shall be observed. If any of the following holidays fall on a Saturday, they shall be observed the previous Friday.

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas
Independence Day	Floating Holiday (approved pursuant to section 11.2(a))
Labor Day	
Columbus Day	

10.2 Should an employee be required to work on a holiday or on a day on which the holiday is celebrated, each employee so required to work shall be paid time and one-half the regular rate of pay for that day's work, but, in no event, shall an employee who works on the actual holiday and on the day on which the holiday is celebrated, be paid time and one-half for both days. Such employee may only be paid time and one-half for one of those days, and said employee shall also receive one compensatory day off, or double time and one-half (2-1/2) the hourly rate, and no compensatory day. The employee shall notify the supervisor which option he/she desires prior to working the holiday.

10.3 If a holiday(s) falls within the vacation period of an employee, the employee's accrued vacation leave shall be credited with the holiday(s) falling within his or her vacation period.

10.4 If an employee who is scheduled to work on a holiday or who is called into work on a holiday works a second shift during the twenty-four (24) hour period which constitutes the holiday, such employee shall be paid at the rate of two and one-half (2-1/2) times his or her hourly rate of pay for each hour of the additional eight (8) hour shift(s). The twenty-four (24) hour period which constitutes the holiday shall begin at 12:01 a.m. on the holiday and end at 12:00 Midnight on the following day.

10.5 Employees who have reached the maximum accumulated compensatory time limit shall be paid in lieu of any additional compensatory time off.

10.6 An employee who works overtime (hours in excess of 40 per week) on a designated holiday may receive no more than double time and one-half for the hours worked and may not receive time and one-half for the hours worked for both the holiday and the overtime.

10.7 For those employees on a four-day workweek, the following will apply:

- (a) If a holiday falls on an employee's regularly scheduled workday, the employee will be paid the number of hour's equivalent to their regular schedule.
- (b) When a holiday falls on an employee's regularly scheduled day off, the employee will receive, at the employee's option, pay or compensatory time (subject to Article 10.5 above) equivalent to their regular work schedule or the next closest work day off.

ARTICLE 11 - VACATION

11.1 VACATION ACCRUALS: Full-time employees in addition to time off for holidays will be granted annual vacation with pay as per the following schedule; continuous service (as per Article 15.6(d)) shall be necessary:

(a) Years 1-5: .83 days (5.84 hours/6.67 hours) per month.

Upon completion of fifth year of service: 1.25 days (8.75 hours/10 hours) per month.

Upon completion of eighth year of service: 1.42 days (9.94 hours/11.36 hours) per month.

Upon completion of fourteenth year of service: 1.67 days (11.69 hours/13.36 hours) per month.

Upon completion of twenty-fifth year of service: 2.08 days (14.56 hours/16.64 hours) per month.

Upon completion of the thirtieth year of service: 2.25 days (15.75 hours/18.00 hours) per month.

- (b) These days will be credited on the last day of the month. As vacation days may not be taken before they are earned, employees may not use the vacation day during the month in which it was earned.
- (c) Employees who will reach their 6th, 9th, 15th, and 31st anniversary date during the 12 month period 9/1 to 8/31 will begin accumulating their new monthly vacation accrual rate on 9/1 of that period.
- (d) A maximum of twenty-five (25) unused vacation days may be carried over automatically into the next contract year, i.e., as of end of August and credited on September 1. Unused vacation days greater than twenty-five (200 hours), as of August 31 of each year, will be lost.

11.2 VACATION SCHEDULE:

- (a) All vacations must be earned and earned vacations may be taken by the employees at a time convenient to the department with the approval of the department head. Vacation leave time may be used in no less than ¼ hour (15 minute) intervals.
- (b) Vacation time will not be cumulative. Any exception must be approved, in writing, by the College President or his designee.

- (c) No vacation will accumulate while employees are on a leave of absence without pay in excess of five (5) workdays per calendar month, under disciplinary punishment involving the loss of work time in excess of five (5) days per calendar month, or while on a leave of absence with one-half pay.

11.3 VACATION PAY UPON TERMINATION OF SERVICE: During the course of the year for reasons of retirement, resignation, or death, employees shall receive whatever vacation accruals are credited at the time of such retirement, resignation or death. Employees discharged under Article 5, herein, shall receive no vacation credit for the month in which the discharge takes place.

ARTICLE 12 - COMPENSATION PLAN

12.1 **PROMOTIONS:** When employees are promoted to a position in a higher pay group, the employees shall be placed on Step One (1) of the new pay group. If Step One (1) of the new pay group does not provide a minimum increase in the hourly rate of the employees of fifty cents (\$.50) per hour, the employees shall be placed on the step in the new pay group which provides such employees with an increase in their hourly rate of at least fifty cents (\$.50) per hour.

12.2 **NEW POSITIONS:** All new positions must be approved and the salaries set by the Employer. The College will post notices of vacancies or new positions, when they occur, on the College's bulletin board. This posting is for information only and in no way obligates the College to fill such vacancy and does not in any way relate to or affect the posting procedures under Civil Service Law.

When such vacancies are announced as provided herein, employees who wish to be considered for appointment or transfer to such vacancies shall be allowed to request such a transfer provided, however, that such request must be filed with the appointing authority within ten (10) days following announcement of the vacancy.

12.3 **STEP PLACEMENT:** Movement on the schedule shall be as follows:

- (a) New employees shall be paid at Step 1.
- (b) Advancement to Steps 2 through 5 shall be effective as of September 1, 1995 and every September 1 thereafter.
- (c) Effective September 1, 1995, advancement to steps 8, 10, 11, 14, 20, and 25 shall require the employee to complete a minimum of 8, 10, 11, 14, 20, 25 years of continuous and satisfactory service in order to be considered for advancement to these steps. Movement shall be on the employee's anniversary date.
- (d) Advancement to all steps of any salary schedule shall be governed by Section 12.4.
- (e) Wages (to be paid to those on active payroll on or after June 1, 2012) and are reflected in Appendices E1 through E6 and represent increases as follows:

Effective 9/1/2011:	1.8%
Effective 9/1/2012:	1.8%
Effective 9/1/2013:	1.8%
Effective 9/1/2014:	1.8%

Effective 9/1/2015:	1.8%
Effective 9/1/2016:	1.8%

In addition, each member of the TSPA on the payroll as of the date of ratification will receive a one-time signing bonus of \$800 (not added to base wages) payable within 60 days following ratification.

- 12.4 STEP INCREASES: A new employee appointed to a position in a class shall be paid the minimum rate of pay for the class. Step increases in salary are not mandatory, but each employee shall be entitled to one (1) step increase up to the maximum for the position, provided that the step is recommended by the department head and forwarded to the College President for approval. Such advancement on the salary schedule shall be September 1 of each year. Employees appointed prior to the 1st of March shall be eligible to receive a step increase on the following September 1st. All others must spend a full academic year in service before being eligible for the first step increase. Thereafter employees shall be eligible for a step increase September 1 of each year. An employee on leave of absence without pay may be considered for a step increase, providing he/she worked a minimum of six (6) months in the academic year. An employee who has received a promotion, or who has been upgraded to a higher job group, may be given consideration for a step increase in salary as of September 1st following the promotion or upgrade.
- 12.5 STEP INCREASES OF PROVISIONAL OR TEMPORARY APPOINTEES: Step increases of provisional or temporary appointees shall be carried over when such appointees are given permanent appointment from an eligible list in the same position.
- 12.6 JOB PARITY (Temporary Work Assignment): An employee requested by the department head or his/her immediate supervisor to work in a job or position which calls for a higher job group or job class for a period of ten (10) days in a year, then, on the eleventh (11th) day and thereafter, the said employee shall receive the higher rate of pay called for in that job or the various jobs while worked and being filled by that employee. The ten (10) days need not be consecutive, but are cumulative during the course of the calendar year. The department head will keep a record of such work which shall be open to inspection by the employees.

If an employee is temporarily appointed to any of the following job classifications, the employee so appointed shall receive the minimum hourly rate of pay for that classification (Step 1) or shall be paid at the appropriate hourly rate (Step) which provides a minimum rate increase of at least thirty cents (30¢) per hour:

Maintenance III
 Groundskeeper III
 Head Cleaner

- 12.7 ALLOCATION DOWNWARD: When employees are reallocated to a lower class position as a result of layoff, recall, or involuntary demotion, they shall be permitted to continue at their present rate of pay during the period of incumbency (except in event of general service-wide reductions), but shall not be entitled to salary increases.
- 12.8 RESIGNATIONS AND REINSTATEMENTS: Full-time employees who have resigned from their position may be reinstated within one (1) year from the date of such resignation to the position from which they resigned if then vacant, or to any vacant position to which they are eligible for transfer or reassignment. Full-time employees so reinstated shall be paid the salary for the position to which they were reinstated and re-credited with benefits from their previous hire date. Reinstated employees shall not be entitled to any retroactive pay increase or benefits which occurred when they were in a resigned status. It is understood and agreed that reinstatement shall be at the sole discretion of the Employer, whose decision shall not be subject to the grievance procedures herein.
- 12.9 OVERTIME/COMPENSATORY TIME: Except as provided in Section 6.6 above, employees shall be compensated at the rate of time and one-half (1-1/2) the hourly rate for time actually worked beyond eight (8) hours in any day or forty (40) hours in any week. The department will extend every effort to distribute overtime as equitably as possible and will post records monthly concerning overtime worked.
- (a) Work beyond eight (8) hours in any day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular hourly rate for all time worked, or, at the employee's option, the equivalent compensatory time.
 - (b) Employees electing compensatory time in lieu of pay may accumulate a maximum of 180 hours. Compensatory time shall be administered as provided by law.
 - (c) The College shall make every effort to pay employees who perform an overtime assignment for such work at the rate of pay set forth in this Section on the first pay day following the payroll period in which they worked the overtime. If the College does not pay the employees on the first pay day, the College, without fail, shall pay the employees on the second pay day following the payroll period in which the overtime was worked.
 - (d) (1) Employees may refuse overtime as long as said refusal does not work a hardship on the department concerned as determined by the department head. If employees refuse the overtime, the hours refused shall be charged as time worked, for the purpose of overtime

equalization. Such refusal will be charged at the time the unit member is asked to work and refuses the overtime.

(2) The number of hours that will be charged is either:

- (a) the time actually worked by the individual who accepts the overtime assignment, or
- (b) if a call-in, a minimum of four (4) hours or the actual number of hours worked if greater than four (4).

(3) In the event that the scheduled overtime for which the refusal is charged is cancelled, the refusal will be deleted. However, such deletion will not alter the assignment of any other already scheduled overtime.

(e) Advance Notice of Overtime Work: Where scheduling permits and overtime work is contemplated, employees shall be given at least four (4) working days notice of such. Unanticipated overtime resulting from absent employees or other emergency situations shall not require advance notice.

(f) (1) Each contract year, the overtime distribution will begin anew on the basis of seniority. Employees who have not yet been called at the end of the previous contract year shall have their names placed at the top of the overtime list. The order of employees on this list shall not change except for new employees, retirees, resignations, etc.

(2) If, during the process of overtime equalization, an employee who should have been first offered the overtime work based on low equalization hours was not offered such overtime, that employee will subsequently be allowed to work the number of overtime hours at issue within a period of fifteen (15) work days from the date of the determination that the overtime was not offered as it should have been. At no time will an employee be paid for hours not worked as a remedy for issues relating to assignment of overtime work.

(g) Assignment of Overtime:

(1) Generally: On each occasion when overtime is necessary, the opportunity to work such overtime shall be offered to the qualified employee within a department who has the least number of overtime hours to his credit at that time. Should the employee refuse the assignment, the qualified employee with the next fewest number of overtime hours to his credit will be offered

the assignment. This procedure shall be followed until the required employees have been selected for overtime work. If an employee refused overtime when asked, he shall be credited with the hours actually worked followed by the notation "R" or "Refused" provided he is not on vacation, sick leave, or any excusable leave. Employees coming into a department by virtue of transfer, bid or new position shall be placed at the end of the overtime list and credited with the maximum number of overtime hours worked by the department.

- (2) In Unforeseen or Emergency Circumstances: Where an unforeseen circumstance or emergency condition arises which creates the need for overtime, the College will first offer such overtime need to existing, qualified personnel still on duty at the time the need arises. Where such employee is no longer on duty and time is of the essence, and the College is aware that other unit personnel with fewer overtime hours are on campus, available and qualified, the College must offer the overtime opportunity to that employee. Employees who refuse such overtime opportunity shall be charged. Where no qualified unit personnel are on campus, the College must utilize the overtime list procedure.
 - (3) The order of assigning overtime for cleaning and servicing buildings will be cleaners, custodians, laborers (DL), groundskeepers, maintenance. The exception to this order of assigning overtime for this purpose is that custodians hired prior to March 15, 2010 will be given preference over cleaners. The order of assigning overtime when equipment is to be moved will be laborers (DL), custodians, groundskeepers, cleaners, maintenance. The exception to this order of assigning overtime for this purpose is that custodians hired prior to March 15, 2010 will be given preference over laborers (DL).
 - (4) Cleaners may perform overtime to perform tasks related to their assigned duties when such overtime immediately precedes or follows their regularly assigned shift and is less than four (4) hours in duration.
 - (5) The order of assigning overtime for snow removal of campus roads and parking lots will be groundskeepers, custodians, laborers (DL), maintenance. The order of assigning overtime for mowing of the campus grounds will be groundskeepers, custodians, laborers (DL).
- (h) Compensatory time may be used in no less than 1/4 hour (15 minute) intervals.

- (i) Hours worked during the winter and/or spring recess days are not to be considered overtime for the purpose of assigning overtime work to unit members.

12.10 PAY BI-WEEKLY: The salaries and wages of employees shall be paid bi-weekly on Friday. In the event this day is a holiday or the College institutes a summer hour's program, the preceding day shall be the pay day.

Every effort will be made to pay the second and third shifts a day previous to the first shift employees.

12.11 PAY RATES: All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time basis, employees shall be paid for all time actually worked.

12.12 MILEAGE: Employees who are required to travel on College business shall be compensated at the established College mileage rate.

12.13 CIVIL SERVICE LAW AND RULES: The provisions of the Civil Service Law of the State of New York and the Rules of the Niagara County Civil Service Commission shall at all times apply.

ARTICLE 13 - HEALTH AND MEDICAL INSURANCE

13.1 BENEFIT FOR ELIGIBLE FULL-TIME EMPLOYEES:

- (a) The College shall provide for all eligible full-time employees hired prior to February 11, 2008, the choice of the POS and Traditional Blue 901 Plan through the Alliance for Western New York, with:
- (1) Hospital coverage;
 - (2) Medical surgical coverage;
 - (3) Unlimited major medical coverage with \$100 deductible for one person; \$200 deductible - maximum two persons; Maximum out of pocket 2,000/\$4,000.
 - (4) Rider 8 (dependent coverage to age 23);
 - (5) Rider 21 (psychiatric care);
 - (6) Rider 48 (out of area)
 - (7) Prescription coverage with contraceptive with \$3 generic and \$7 brand name co-pay.

- (b) One time voluntary buy-out of the traditional health insurance plan.

(1) Effective as soon as practical the College will provide each full-time unit member hired prior to February 11, 2008 a cash payment under the terms set forth in this section. Members currently enrolled in traditional and receiving a buy-out will be enrolled in the POS plan. Members receiving a cash buy-out will not be able to enroll in the Traditional plan in the future including at the time of their retirement. The decision to elect this voluntary buy-out must be submitted to the Office of Human Resources no later than 30 days after ratification and once submitted will be irrevocable.

(2) The buy-out amount shall be \$3,000/6,000. The \$3,000 amount is for employees not currently in traditional but eligible for it. The \$6,000 amount is for those currently enrolled in traditional. Those eligible for single coverage will receive 50% of the applicable amount set forth above.

(3) Persons must be employed by the College at the time payment is made. Unit members designated as temporary employees will not be entitled to the buy-out.

13.2 HEALTH CARE COVERAGE – PAYMENT SCHEDULE:

(a) Employees hired on or after January 1, 1993 and prior to February 11, 2008: All full-time employees hired on or after January 1, 1993 and prior to February 11, 2008, who elects health insurance benefits, shall pay 10% of the monthly premium for the plan selected thereafter. This percentage will remain unchanged for these employees during their employment by the College. The employee share of health insurance shall be paid on a payroll deduction basis.

(b) Employees hired on or after February 11, 2008: All full time employees hired on or after February 11, 2008, who elect health insurance benefits, shall be eligible for coverage as of the first of the month following ninety days (90) of continuous full time employment. Such employees will contribute 25% of the premium for first thirty six (36) months of coverage and 10% of the premium thereafter. The employee's share of Health Insurance shall be paid on a payroll deduction basis. The employee shall only be eligible for coverage through the POS plan provided by the College, but shall be permitted to elect the Traditional Blue 901 Plan after 60 months of continuous employment.

(c) Employees hired on or after January 9, 2012: All full time employees hired on or after January 9, 2012 who elect health insurance benefits, shall be eligible for coverage as of the first of the month following ninety days (90) of continuous full time employment. Such employees will contribute 25% of the premium for first thirty six (36) months of coverage and 10% of the premium thereafter. The employee's share of health insurance shall be paid on a payroll deduction basis. The employee shall only be eligible for coverage through the POS plan provided by the College for their first 120 months of employment, and thereafter shall be eligible for either POS or Traditional coverage.

13.3 POS COVERAGE:

- (a) The employer agrees to provide for all eligible full-time employees the Blue Cross Blue Shield Alliance POS 201 Plan through the Alliance for Western New York at a contribution rate not to exceed that provided for the basic health insurance plan noted in 13.1 above unless otherwise specified in 13.2 above.
- (b) The employee's share of any POS coverage shall be paid on a payroll deduction basis.

13.4 DUPLICATE HEALTH COVERAGE:

- (a) All members of the bargaining unit shall have a maximum of one (1) family health plan per family. If a unit member is covered (or eligible for coverage) under a spouse's insurance plan which provides coverage that is comparable to that provided by the College, then the unit member may not take health insurance through the College and must take the waiver option discussed below.
- (b) When a husband and wife are both employees of the College and/or the County of Niagara in any capacity, to include when a unit member is retired, only one (1) family coverage with a waiver may be selected.
- (c) Should a spouse's health coverage be terminated for any reason, the unit employee will be entitled to coverage under the health plan herein,

provided he/she notifies the college, in writing, immediately following his/her spouse's loss of health care coverage, and coverage shall be reinstated on the first day of the month following thirty (30) days of the College's receipt of the above notification or sooner where carrier permits.

13.5 USE OF ALTERNATE CARRIER(S):

Should the college wish to provide coverage other than through the Alliance of Western New York, Blue Cross/Blue Shield Traditional 901 Plan, and/or Community Blue POS 201 Plan, it shall notify the Union and promptly negotiate same. The Union's agreement shall not be unreasonably withheld.

13.6 HEALTH INSURANCE COVERAGE UPON RETIREMENT

- (a) Upon retirement, current College employees shall be eligible for group coverage as noted below. Continuous full time College service is required. Retirement shall be defined as retirement under the New York State Employees Retirement System:

(1) For members hired before January 9, 2012

<u>College Service</u>	<u>Employee Share</u>	<u>College Share</u>
Less than 10 years of service	100%	0%
10 years but less than 15 years	50%	50%
15 years but less than 20 years	25%	75%
20 years or over	0%	100%

(2) For employees hired on or after January 9, 2012

<u>College Service</u>	<u>Employee Share</u>	<u>College Share</u>
Less than 15 years	100%	0%
15 years but < 20 years	50%	50%
20 years but < 25 years	25%	75%
25 years or over	0%	100%

- (b) Employees retiring on or after September 1, 1991 shall be eligible for the same medical plan(s) available to active employees.
- (c) Retirees shall be enrolled in the PPO 799 Plan, or its equivalent, as permitted by the Plan, and retirees (and covered spouses) shall utilize

coverage under Medicare in conjunction with the Plan provided by the College commencing on their 65th birthday.

(d) There will be no Medicare reimbursement paid to retirees.

13.7 PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT: Employees retiring from College service shall be entitled to receive a payment of one (1) day's pay for each four (4) unused sick leave days the employee had accumulated at the time of retirement.

13.8 MEDICARE ELIGIBILITY: When active employees and/or their spouses turn 65 years of age, they must choose between Medicare and their current health care coverage as their primary health insurance.

13.9 WAIVER BENEFIT:

- (a) On or about May 1st of each year, the College agrees to provide unit members their waiver benefits of \$700 (for waiver of single coverage) or \$1400 (for waiver of family coverage), pursuant to Section 13.9 in a separate check, less mandated federal and state deductions. Retirees who are eligible for retiree health insurance coverage under this Agreement shall also be eligible for the waiver benefit under Section 13.9.
- (b) Written notification to the college must be submitted on or before September 1st, on a form agreed to by the parties annexed to this Agreement as Appendix E. Once such a written waiver notice is submitted, it shall continue in effect unless and until rescinded, in writing, by the bargaining unit member.
- (c) It is understood and agreed that any unit member who waives health insurance coverage for any one year may elect coverage for any subsequent year. Such election must be made during the college's open enrollment period.
- (d) Notwithstanding the waiver of health insurance coverage by a unit member for any year, the unit member will be permitted re-entry into the college's health plan where unforeseen events occur which have not resulted from the unit member's fault or negligence. Re-entry shall be subject to any insurance carrier's restrictions which may apply.
- (e) For employees hired on or after January 1, 1992, the actual waiver amount paid to any employee pursuant to this section shall be determined by applying the College's contribution rate for that employee to the appropriate maximum waiver amount noted above.

13.10 Flexible Spending Account (IRS Section 125):

The College will provide a Flexible Spending Account Program in accordance with IRS Section 125.

The College will be able to recoup any and all costs from any surplus funds at the end of each plan year. Surplus monies remaining after the College has recouped any and all costs will be contributed to the Niagara County Community College Foundation, Inc. unrestricted fund.

13.11 HEALTH REIMBURSEMENT ACCOUNT:

(a) The College will allocate funds to all regular full time non-probationary employees as of September 1, 2008. Eligible employees with Family coverage will be eligible for \$1,000 and employees with Single coverage will be eligible for \$500. These funds are to be used to reimburse employees for medical expenses incurred between July 1, 2008 and August 31, 2009. Unused funds shall be rolled over to the next contract year.

(b) The College will allocate funds to all regular full time non-probationary employees as of September 1, 2009. Eligible employees with Family coverage will be eligible for \$1,000 and employees with Single coverage will be eligible for \$500. These funds are to be used to reimburse employees for medical expenses incurred between September 1, 2009 and August 31, 2010. Unused funds shall be rolled over to the next contract year.

(c) The College will allocate funds to all regular full time non-probationary employees as of September 1, 2010. Eligible employees with Family coverage will be eligible for \$1,000 and employees with Single coverage will be eligible for \$500. These funds are to be used to reimburse employees for medical expenses incurred between September 1, 2010 and August 31, 2011. Unused funds shall be rolled over to the next contract year.

(d) The HRA contribution shall continue as provided above on an annual basis following the expiration of this Agreement unless otherwise negotiated by the parties. However, the contribution amount shall be modified to \$250 for eligible employees with family coverage and \$150 for eligible employees with single coverage upon the expiration of this Agreement. Any unused funds at the end of a contract year shall roll over into the next contract year until exhausted.

(e) Eligibility for new College contributions shall cease upon separation from employment, and any unused funds shall roll over into retirement and may be used for medical expenses until exhausted.

(f) In the event a retiree does not utilize any portion of the amount in the account by August 31 of the first full year following the date of retirement, the

cost to the College for maintaining the HRA account will be deducted from the balance in the HRA account as of August 31 of each year. Such deduction will continue to be made (a) for each full year (September 1 – August 31) in which the retiree does not utilize any portion of the monies in the account, or (b) if the account balance is less than \$200.

ARTICLE 14 - SAFETY CONSIDERATIONS

- 14.1 **SAFETY**: The College shall continue to make reasonable and necessary provisions for the safety and health of its employees during their hours of work. All employees covered by this Agreement shall cooperate in the implementation of all such reasonable and necessary safety and health provisions. It is recognized as being the mutual obligation of the College and the Union to assist in the elimination and prevention of unsafe and unhealthy working conditions and practices, and jointly to assist in the prevention of accidents.

ARTICLE 15 - SENIORITY/LAYOFF

15.1 SENIORITY DEFINED:

- (a) Seniority shall be defined as an employee's length of continuous service with the College following successful completion of the probationary period served after original hire or rehire. An employee's seniority shall include any credited service with the County granted at the time of hire or rehire on or before August 31, 1991.
- (b) For purposes of seniority under this Article, an unpaid leave of absence shall not accrue seniority for any period beyond five (5) consecutive workdays as of the date of this Agreement. Paid sick leave shall continue to accrue full seniority in proportion to the amount of payment received.
- (c) Part-time Service: Part-time service shall be credited on the following basis: All schedules of less than 40 hours shall be considered part-time and prorated on the basis of a full-time 40-hour week for credit on the seniority list.

15.2 SENIORITY LISTING:

- (a) There shall be two seniority lists encompassing bargaining unit personnel, one for competitive class employees, and one for non-competitive class employees.
- (b) While it is understood that Cleaners are classified by Civil Service as Labor Class employees, they will be encompassed in the seniority listing established in accordance with Article 15.2(a) for non-competitive class employees.
- (c) The Human Resource Office shall provide the local Union secretary with a current seniority listing of all unit employees on an annual basis, which shall include names, date of hire, home addresses, departments, status (competitive/non-competitive) and position titles.

15.3 PROBATIONARY PERIOD:

- (a) Employees in the bargaining unit covered by this Agreement shall be considered probationary for the first twenty-six (26) weeks of full-time employment. For the purpose of fulfilling this twenty-six (26) week requirement, part-time service may be prorated in direct proportion to the full-time service for each unit description. Whenever the term "probationary" or "probationary period" is used in this Agreement, the reference shall apply to initial employment or re-employment.

Seniority will not be recognized while an employee is serving a probationary period.

- (b) The probationary period may be automatically extended by one (1) day for each scheduled workday a probationary employee is absent.
- (c) Employees serving their initial probationary period at the time of hire or rehire shall not be eligible for any benefits as provided in this Agreement, unless otherwise expressly stated.
- (d) During the probationary period, employees shall not have any seniority rights, and may be dismissed, disciplined or terminated by the College, and any such action by the College shall not be subject to the grievance and arbitration provisions of this Agreement.
- (e) Seniority rights shall begin upon successful completion of the probationary period, and shall be retroactive to the date of hire. However, benefits shall, unless otherwise specified, be granted prospectively.

15.4 IMPACT OF ABSENCES ON SENIORITY: Seniority shall not accumulate during the following periods, and the employee's seniority date shall be adjusted by one (1) calendar day for each calendar day of these absences:

- (a) Layoff.
- (b) Unpaid absence in excess of five (5) consecutive workdays as of the date of this Agreement.
- (c) Disciplinary suspension

15.5 TIE BREAKING POLICY: If two or more employees have the same seniority, the more senior will be determined by date and order of appointment. Should this method be unable to resolve the tie, then the employee holding the highest rank on the Civil Service Eligibility List shall receive preference.

15.6 SENIORITY FORFEITURE: All seniority rights shall be forfeited and employment shall be permanently severed for any of the following reasons:

- (a) Discharge or dismissal for cause.
- (b) Resignation.
- (c) Retirement under any retirement benefit plan.
- (d) Layoff for more than four (4) consecutive years.

- (e) Refusal to accept recall from layoff for a comparable position.
- (f) Failure to report to work pursuant to recall from layoff requirements contained in this Agreement.
- (g) Failure to return to work on the first day after the expiration of any leave of absence and after an attempt to contact the employee by registered or certified mail (return receipt requested) is made by the employer.
- (h) Abandonment, actual or constructive, of employment due to no-call, no-show (AWOL) of five (5) or more consecutive workdays, unless otherwise excused by the College, in writing, because of the existence of an emergency. For the purpose of this provision, an emergency is the existence of any circumstances beyond the employee's control which, even with all due diligence, prevented the employee from contacting the College within the five (5) day period noted above.

15.7 RESIGNATIONS:

- (a) All resignations must be submitted in writing and shall specify the employee's last day of work.
- (b) It shall be the policy of the College to consider resignations submitted to and approved by the Board of Trustees as binding upon the person resigning.
- (c) In the event that the person is applying for re-employment with the College, that person will be classified as a new employee in all respects.
- (d) If an employee resigns from employment and is rehired to a permanent position within twelve (12) consecutive calendar months of the effective resignation date, there shall be no break in the employee's College seniority. Seniority shall not accumulate during this period of absence from employment.

15.8 LAYOFF:

- (a) Competitive Class Employees: All employees occupying competitive positions who are subjected to layoff or recall shall be laid off and recalled according to the Civil Service rules and absent Civil Service rules their position on the seniority list shall apply. Competitive employees who have been laid off shall be given preference over all other bargaining unit members and new applicants for existing, new or vacant positions for which they are qualified and where the laid off employee can assume the duties of the existing, new or vacant positions with minimal training.

(b) Non-Competitive Class Employees:

- (1) All non-competitive employees in the bargaining unit shall be laid off and recalled according to their seniority.
- (2) Non-competitive employees on the seniority list shall be given preference over new applicants for new or vacant positions (provided they are reachable on the appropriate Civil Service list) on the basis of seniority and will continue with their accrued seniority when a Civil Service appointment is made and probationary period is completed.
- (3) Layoffs for Labor class employees will be in accordance with this article (Article 15.8 (b)).

(c) Procedure:

- (1) Federal-State Funding: In the event a program or project is funded either by federal funds or state funds, or is self-funded and such funds are eliminated or terminated by the funding agent, there shall be no liability on the part of the employer to continue such programs or projects beyond the funding period. In such case, employees employed under such programs or projects may be eliminated or terminated by the employer without consideration of the layoff and recall procedure except where such action would be in violation of the Civil Service Law.
- (2) In the event the College plans to layoff unit employees, the College shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken and the employee to be laid-off will have at least fourteen (14) calendar days' notice of layoff.
- (3) When such action takes place it shall be accomplished by laying off temporary (including non-competitive grant personnel), provisional and probationary unit employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority as determined by the appropriate seniority list in 15.2 above.
- (4) However, if an employee's position is in the competitive class, the layoff procedure shall be in accordance with the Civil Service Law and Rules.
- (5) The College shall forward a list of those employees being laid off to the local Union Secretary on the same date that the notices are issued to the employees.

15.9 RECALL:

- (a) Recall in each job title shall be in the inverse order of layoff in that job title and in equal and/or lower titles. Recall of competitive class employees will be according to law.
- (b) Employees in the labor or non-competitive class will maintain recall rights for four (4) calendar years.

ARTICLE 16 - PENSION BENEFITS

- 16.1 Employees shall be provided with pension benefits as provided by Plan 75-G with Riders 41-J and 60-B. In addition, to the extent provided by law, the College shall provide the 1/60th Plan.

ARTICLE 17 – MISCELLANEOUS

- 17.1 Any and all members of this Bargaining Unit may avail themselves of the existing deferred compensation plan currently in effect in Niagara County. Niagara County Community College agrees to make any and all adjustments to payroll to allow participation of Bargaining Unit members in the available plan. Unit members shall be permitted to elect any one of the SUNY approved voluntary tax-sheltered annuity plans on a payroll reduction basis.
- 17.2 All unused time at retirement that an employee is entitled to redeem for cash shall be converted into a 403(b) contribution by the employer to the extent permitted by law.

ARTICLE 18 - PERSONNEL FILES

- 18.1 Employees will receive copies of any and all derogatory materials which will be entered into an employee's personnel record. Employees shall have the right to respond to any such material, in writing, within ten (10) working days after his/her receipt of such derogatory materials. Such written response will be included in the employee's personnel file.
- 18.2 Employees shall not be disciplined on any infraction(s) which occurred more than two (2) years prior. However, beyond the two (2) year period, such infraction(s) may be utilized for the purpose of demonstrating a pattern or practice, and/or for determining the appropriate penalty.
- 18.3 Employees may inspect their personnel files, except for confidential references pertaining to hiring or promotion, upon advance written notice of at least five (5) working days to the College. Inspection must take place under the observation of a college official. Employees may request a copy of any viewable material in the normal and ordinary course of business free of charge.
- 18.4 All material pertaining to evaluation and/or discipline which is to be placed in the employee's file shall be signed and dated by the employee to indicate that the material was seen by him/her. Such signature does not indicate agreement with the material.

ARTICLE 19 - USE OF STUDENT AND SEASONAL EMPLOYEES

It is understood that this Article 19 does not apply to students assigned to departments other than the Operations Department. Such students will be covered by the notice referenced in Article 2.3 above. It is understood that for purposes of this article Operations Department does not include Campus Security and Mailroom.

- 19.1 The College retains the right to hire college work/study students, co-op students, student assistants, seasonal workers and to participate in other employment programs to assist the regular technical support personnel in carrying out the necessary support functions of the college including but not limited to: painting, groundskeeping and cleaning. The term “seasonal workers” shall mean any worker who works no more than 26 weeks per school year.
- 19.2 It is understood that management has overall responsibility for the utilization of student workers assigned to the Operations Department within the context of the Agreement between the TSPA and the College and the Federal Work Study guidelines.
- 19.3 Student workers will be assigned to members of the TSPA to assist the regular technical support personnel in carrying out the necessary support functions of the College as outlined in this article.
- 19.4 Should no member of the TSPA want to be assigned a student worker, the student may perform the duties assigned under the supervision of the Vice President of Operations or designee. A student worker, under these circumstances, may be authorized by management to sign for keys and/or a pager/radio through Security.
- 19.5 In the event a student worker is assigned a task(s) that is objectionable to the TSPA, the TSPA will bring the objection to the attention of the Vice President of Operations for resolution.
- 19.6 The work hours assigned to a student worker must coincide with the hours of those of the employee(s) being assigned a student worker.
- 19.7 The number of student workers at any given time cannot exceed six (6) with a maximum of 4 assigned to any one area within the Facilities Department, i.e. grounds, custodians, and maintenance.

ARTICLE 20 – ITEMS FOR LABOR MANAGEMENT

The following College and TSPA proposals shall be withdrawn as negotiations proposals, and instead shall be committed to a labor-management process as set forth in Section 3.6 of the CBA. That process shall be modified to the extent that the parties agree to regularly meet (at least twice per month unless mutually agreed to the contrary) and, in good faith, to discuss and consider the issues raised in the College's and TSPA's proposals.

College proposals 2, 3, 4, 6, 8, 9, 11, 13, 15

TSPA proposals 3, 4, 5, 6, 7, 8

ARTICLE 21 - SUPERSEDURE

- 21.1 PROPOSALS: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make and submit proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
- 21.2 RULES AND REGULATIONS: This Agreement shall supersede any rules, regulations, practices or arbitration awards which are contrary or incompatible with its terms.
- 21.3 CONTRARY TO LAW: If any Article or a part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal or State 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. Both parties shall convene immediately to negotiate satisfactory replacement language to any Article found to be contrary to law.
- 21.4 COMPLETE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form except an amendment to this Agreement, in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary.
- 21.5 MODIFICATION: This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by the signatories to the Agreement.
- 21.6 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.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 This Agreement shall become effective on September 1, 2011 and shall expire on August 31, 2017. Articles shall be applied retroactively only to the extent noted.

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

For the Employer

President
Niagara County Community College

By: _____

Date: _____

For the Union

President
Technical Support Personnel Assoc.

By: _____

Date: _____

Negotiating Team

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

APPENDIX A



**APPENDIX A
STEP 2 GRIEVANCE**

THIS FORM REPRESENTS A *(please check box)*

FORMAL GRIEVANCE

CLASS ACTION GRIEVANCE

DATE _____

FILING OR REFERENCE NO. _____

PART A - GRIEVANT INFORMATION *(to be completed by grievant or his/her representative)*

Name: _____ Title: _____

Division/Department: _____ Supervisor: _____

VIOLATION INFORMATION

Date of Occurrence: _____
(must be submitted within 20 working days of the date of occurrence or knowledge of occurrence.)

Provision(s) alleged to be violated:	Article(s)	Section(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUPPORTING INFORMATION

Statement of facts *(additional sheets may be attached)*: _____

REMEDY SOUGHT:

Grievant Signature

Union Representative Signature

STEP 2 DECISION *(Determination Attached)*

Date grievance was received: _____

Date grievance decision was issued: _____

Authorized Signature: _____

Revised 10/2008



**President's Step
STEP 3 APPEAL**

To be submitted to the President (or his designee) with ten (10) working days after receipt of the Step 2 decision.

DATE _____

FILING OR REFERENCE NO. _____

GRIEVANT INFORMATION (To be completed by grievant or his/her representative.)

Name: _____ Title: _____

Division/Department: _____ Supervisor: _____

RESPONSE TO STEP 2 DECISION

The decision of Step 2 is unsatisfactory because: _____

Date Step 3 Appeal Received

Received By (Signature)

Decision Issued (Date)

Signature (President)

Determination Attached

APPENDIX B

**NIAGARA COUNTY COMMUNITY COLLEGE
WAIVER OF HEALTH INSURANCE**

A. In accordance with Article 13.9(b) of the agreement between Niagara County Community College and the Technical Support Personnel Association, I, _____, hereby waive and/or withdraw from participating in the Health Plan Coverage offered by N.C.C.C. effective, (Date) (Year) and request payment as provided in the Agreement. I (am) (am not) currently participating in a health plan offered by N.C.C.C.

B. I am eligible for (place initials opposite appropriate coverage):

- 1. Individual Health Plan Coverage
- 2. Family Health Coverage

C. I have or will procure health insurance through my spouse's employment, other employment of myself or a private insurance plan.

Name of Plan _____

Group Number _____

This waiver will remain in effect until a change is requested prior to September 1 for the following year, or my full time appointment is terminated.

Date

Signature

APPENDIX C

RETROACTIVITY

All remaining items shall have prospective application effective with the signing of the finalized Contract unless the parties specifically agree otherwise, in writing.

APPENDIX D

DEPARTMENT: ALL APPLICABLE
CLASSIFICATION: LABOR
APPROVED: REVISED 3/10/2000

CLEANER

DISTINGUISHING FEATURES OF THE CLASS: Performs routine manual work requiring the efficient performance of simple building cleaning tasks. The responsibility of an employee in this class involves only the thorough execution of tasks following an established routine. Direct supervision is received from an assigned superior. When employed at Mt. View Health Facility may be assigned to work the Laundry Department. Does related work as required.

TYPICAL WORK ACTIVITIES:

1. Cleans and services offices, rooms, clinics, halls, stairs, laboratories and other similar units;
2. Sweeps, mops and waxes floors using brooms, sweepers, polishers;
3. Dusts furniture and equipment with rags and polish;
4. Washes inside windows and cleans window sills;
5. Cleans and services lavatories with paper and soap;
6. Cleans and polishes glass panels in doors and partitions;
7. May distribute clean linen and clothing;
8. Collects papers and garbage, collects trays, replaces light bulbs;
9. May assist with food service duties such as filling glasses and pitchers with water, passing trays, washing sterilizing, and wiping glasses;
10. May deliver mail, packages, and supplies;
11. In schools, may be assigned to assist in maintenance helper class on season basis;

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Working knowledge of building cleaning methods, procedures and equipment; ability to understand and follow simple oral and written directions; willingness to perform routine cleaning and other manual tasks; ability to get along well with others; thoroughness; dependability; good physical condition.

MINIMUM QUALIFICATIONS:

Completion of a grade school course or one (1) year of experience in cleaning of buildings.

APPENDIX E

WAGE CHARTS

E1	2011-2012
E2	2012-2013
E3	2013-2014
E4	2014-2015
E5	2015-2016
E6	2016-2017