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**corning community college**

State University of New York

**AGREEMENT**

by and between

Corning Community College

and

New York State Law Enforcement Officers Union,  
Council 82, AFSCME, AFL-CIO

August 8, 2013 – August 31, 2016

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## **Article 1 REPRESENTATION AND RECOGNITION**

The College hereby recognizes the New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, as the sole and exclusive representative for all permanent, provisional and probationary full-time and part-time employees employed in the civil service classification of College Security Guard, Campus Safety Officer, and Senior Campus Safety Officer. All college students registered for six or more credit hours who do not hold a civil service appointment in the title of College Security Guard/ Campus Safety Officer/Sr. Campus Safety Officer and all other titles are excluded from the bargaining unit.

## **Article 2 SCOPE**

This Agreement constitutes the entire agreement and understanding between the College and Council 82. During the life of this Agreement, neither the College nor Council 82 will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it, or with respect to any subject or matter not specifically covered in it.

This Agreement may be amended or supplemented only by further written agreement by both parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the desired amendment or supplement, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. Any mutually agreed to amendments or supplements will become effective as part of this Agreement upon being reduced to writing and properly executed by the authorized representatives of the parties.

This Agreement and its component provisions are subordinate to any present or future federal or New York State laws and regulations. If any federal or New York State law or regulation, or the final decision of any federal or New York State court or administrative agency affects any provision of the Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise, this Agreement will not be affected.

## **Article 3 SAVINGS CLAUSE**

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

**Section 2** If a determination or decision is made, as per Section 1 of this article, the parties of this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

**Section 3** It is agreed to by 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 4 DUES CHECK-OFF AND UNION SECURITY**

**Section 1** Union membership is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither the College nor Council 82 shall exert any pressure on or discriminate against an Employee with respect to such membership. Council 82 is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

**Section 2** The College will deduct from the pay of each member of the Union from whom it receives written authorization, on a form to be provided by Council 82, such amount for membership dues as Council 82 specifies in writing to the College. The College will forward such dues to Council 82, 62 Colvin Avenue, Albany, NY 12206, on a monthly basis. Such deductions shall be made from the first two payrolls of each month.

**Section 3** Any present or future employees represented by Council 82 who are not members of the Union 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 within thirty (30) days of their hire dates, will have an amount deducted from their pay which is equal to the membership dues levied by Council 82. The College will make such deductions on the same procedural basis as for dues deduction as specified in Section 2 of this Article. Council 82 must establish and maintain a procedure providing for the refund to any employee demanding the return of any part of the agency shop fee deduction, as required by law.

#### **Article 5 MANAGEMENT RIGHTS**

All of the rights, powers, and authority that have not been specifically abridged, terminated or modified by this Agreement, are recognized by the Union as being retained by the College. The management rights reserved by this Section are not subject to grievance, unless in the exercise of said rights the College has violated a specific term or provision of this Agreement.

## **Article 6      EMPLOYEE RIGHTS**

**Section 1**    The College recognizes the rights of employees to designate a representative of Council 82 to appear on their behalf to discuss salary, working conditions, grievances, and disputes and to determine the conditions of this agreement.

**Section 2**    The bargaining unit will submit names of the officers of the local to the Human Resources Office after each change in officers. Employees have the right to choose their representatives, whether it is someone from the Local or a representative(s) from the Office of Council 82.

**Section 3**    The Union shall have the sole and exclusive right to represent the employees covered by this agreement during any and all proceedings, grievance, disputes, disciplines, and all other proceedings covered by the Public Employees Fair Employment Act or any other applicable law, rule, regulation, or statute.

**Section 4**    The College shall give a reasonable time for the employee's representative to be present should the employee wish one, before any proceedings, interviews, or inquiries are conducted if such circumstances would entitle said employee to such representation.

**Section 5      Union Business.**    A total of five (5) paid days per calendar year shall be granted to the Union to attend conferences/training provided by Council 82. These days will be approved by the President of the Union and the names of employees using the days and the dates of absence will be forwarded, in writing, to the Director of Public Safety for his/her approval. Employees will be allowed to use other pay provisions to which they may be entitled under the provisions of this Agreement (such as vacation or personal leave) for any such time spent at these functions in excess of five (5) days, subject to the approval of the Director. Employees designated as grievance representatives will be allowed reasonable time to handle grievances of employees and to represent employees at all stages of the grievance procedure with no loss of pay. A reasonable number of employees will be allowed reasonable time to participate as members of the Union's negotiating team with no loss of pay.

## **Article 7      BULLETIN BOARD**

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

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

## **Article 8 NO STRIKE AGREEMENT**

Council 82 agrees that it will not cause, instigate, encourage, or condone any strike, picketing, slowdown, concerted refusal to perform assigned work, or any other kind of job action which is designed to impede or has the effect of impeding normal, efficient operations of the College.

## **Article 9 WORK SCHEDULES**

The work schedule at the main campus location consists of three shifts:

- “A” Line: Midnight - 8:00 am
- “B” Line: 8:00 am - 4:00 pm
- “C” Line: 4:00 pm – Midnight

The work schedule at the Elmira Academic Workforce Development Center varies according to the Center’s hours of operation.

Within 10 calendar days of the end of each month, the College will post the work schedule for the next 30 days. The College will provide employees with notice of an involuntary change in shift assignment at least 5 calendar days in advance, except in emergency situations.

In situations where an employee is unable to work his/her scheduled hours and the College determines that the hours must be covered, such additional hours will be offered to all members covered by this Agreement prior to the Director or Assistant Director of Public Safety filling the assignment. Preference will be given according to departmental seniority. However, if a full 8 hour shift needs to be covered, employees working the shifts immediately preceding and following the shift to be covered will be offered the opportunity (with preference given according to departmental seniority within the given shifts) to work 4 hours over and come in 4 hours early. If the full shift cannot be covered in this manner, employees working the shifts immediately preceding and following the shift to be covered will be offered the opportunity to work the full 8 hour shift. For the purposes of overtime only, departmental seniority is defined as time employed by the College in the Department of Public Safety, excluding periods of student employment.

Full-time employees may be compelled to work additional hours, however, no employee will be compelled to work on his/her regularly scheduled days off, except in cases of emergency. Employees may volunteer to work additional hours on their regularly scheduled days off.

**Section 1 Work Week.** The standard work week for full-time employees is 40 hours. The standard work week for part-time employees is up to 24 hours per week. The



workweek commences at 12:00 a.m. Saturday and ends at 11:59 p.m. the following Friday.

**Section 2 Meal Breaks.** Employees working 8 hour shifts will be entitled to a meal break of one half hour, but will remain on call during such time. This time will be considered as time worked.

## **Article 10 WAGES**

**Section 1 Pay Structure.** The pay structure for full-time employees is as follows:

	Minimum	Midpoint	Maximum
College Security Guard Campus Safety Officer	\$26,050	\$30,648	\$38,310
Sr. Campus Safety Officer	\$29,950	\$35,236	\$44,045

The minimum hourly pay rates for part-time employees are as follows:

College Security Guard	\$12.00
Campus Safety Officer	
Sr. Campus Safety Officer	\$13.90

**NOTE:** Upon ratification of this Agreement, the salaries of all current full-time employees will be converted to a 40 hour per week basis or the minimum of the appropriate job title, whichever is higher.

**Section 2 Pay Increases.** Any annual wage increases granted under this Agreement will be applicable to all employees who have been employed by the College during the entire previous fiscal year. Annual wage increases for employees with less than a year's service as of September 1 will be pro-rated according to the number of months of employment within the prior fiscal year, i.e., an employee hired on March 1 of the preceding fiscal year will receive 6/12ths of the annual increase.

Effective September 1, 2014, the base salaries and hourly rates of all employees on the active payroll will be increased by 3%.

Effective September 1, 2015, the base salaries and hourly rates of all employees on the active payroll will be increased by 2%.

**Section 3 Overtime Work.** Employees will be compensated at 1-1/2 times the regular hourly rate for each hour over 40 hours worked within a week. All paid time, other than union business leave or “other time,” as described in Article 17, Section 7 of this Agreement, will be counted as hours worked towards 40 hours per week.

**Section 4 Longevity Increments.** Full-Time employees will be eligible for longevity increments in the amount of \$1,500.00 for full-time service after five, ten, and fifteen years of employment. These increments will be automatically conferred upon completion of the required full-time service. Part-time employment and unpaid leaves of absence will not count towards longevity. Longevity increments will be added to the base rate of pay and will become effective on the employee's anniversary date.

**Section 5 Pay Procedure.** Employees will be paid bi-weekly on Fridays for the number of days worked in each pay period. Employees are required to enter their hours worked and/or paid leave hours using the Banner Web Time Entry System.

Employees may elect to have their pay deposited directly to their accounts at any financial institution in the Federal Reserve System (FRS). There is no charge for this service.

## **Article 11 EMPLOYEE BENEFITS**

Employees will be eligible to receive employee benefits offered by the College. Application of discretionary and statutory benefits will be in accordance with this Agreement and federal and state law. New full-time employees will receive an explanation of their benefits at the time of hiring and will receive an annual benefits statement. Further details about any of these benefits are available from the Human Resources Office. All employee benefits are subject to the terms of the official plan documents or insurance policies.

**Section 1 Retirement Plan.** Corning Community College participates in the New York State Employees' Retirement System (ERS). The College also provides Section 41j coverage, “Application of Unused Sick Leave as Additional Service Credit”.

**Section 2 Supplemental Retirement Plans.** Full- and part-time employees may elect to participate in SUNY's Voluntary Savings Plan and/or the New York State Deferred Compensation Plan. Under the Voluntary Savings Plan, participants may choose from a variety of SUNY-approved investment management companies to which their pre-tax contributions may be made. A variety of investment options is also available under the New York State Deferred Compensation Plan.

**Section 3 Other Retirement Benefits.** With the approval of the Regional Board of Trustees, full-time employees who retire at age fifty five (55) or older and have

completed a minimum of 15 years of continuous full-time service with the College will be eligible for the following benefits:

- Health Insurance - Retirees and their eligible dependents will be eligible for individual or family coverage between the ages of 55 and 65 with the College paying that portion of the premium, as outlined in Section 4, Health Insurance. Once retirees or their eligible dependents become eligible for Medicare they will no longer be able to continue in the College supported employee health insurance program. Upon the death of the eligible retiree, the surviving spouse and/or other dependents may continue coverage with the College paying that portion of the premium as outlined in in Section 4, Health Insurance, until the surviving spouse attains age 65. Any other dependents that do not exceed the maximum age of eligibility at the time that the surviving spouse attains age 65 may continue coverage under the provisions of COBRA.
- Tuition benefits, as described in Sections 10 and 11 of this Article
- Use of the College library
- Use of the faculty/staff dining room
- Retention on the College mailing list.
- Use of a College email account
- Attendance at College social functions.
- Use of the College fitness facilities

**Section 4 Health Insurance.** Full-Time employees scheduled to work 40 hours per week may choose to participate in a College-sponsored health insurance plan. The College will pay 80% of the total premium rate, with the employee paying the remaining 20%. New premium rates are established each fiscal year. Coverage begins on the participant's hire date and is discontinued based on the employee's effective date of termination. Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations will apply for continuation of health insurance coverage upon termination of employment and Health Insurance Portability and Accessibility Act (HIPAA) regulations will apply to all who are hired or terminate their employment at the College.

The College will maintain health insurance with benefit levels substantially equivalent to those now in effect for the duration of this Agreement. In the event that the College decides to change insurance carriers or become self-insured, Council 82 will be notified at least thirty (30) days in advance and be provided with an opportunity to formally comment on the proposed change.

**Section 4.1 Continuation of Health Insurance for Dependents of Deceased Employees.** In the event of the death of a full-time employee, the College will extend the health insurance benefits to the deceased employee's covered dependents for up to one year from the date of death with the College paying that portion of the premium as outlined in in Section 4, Health Insurance. Coverage will end sooner than one year for dependents who exceed the age of eligibility or are eligible for other insurance

coverage, including Medicaid or Medicare. The College will bill the covered dependents monthly for their portion of the premium.

**Section 4.2 Continuation of Health Insurance During Disability.** A full-time employee who is absent from work due to medical reasons will continue to be covered under the College's health insurance plan for as long as they remain on the payroll. Once paid leave is exhausted, the employee may continue coverage by paying the full premium cost to the College. COBRA and FMLA regulations will apply.

If the employee is approved to receive long-term disability benefits under the College-sponsored plan and there has been no break in coverage since the employee's paid leave was exhausted, the College will resume paying that portion of the premium for individual or family coverage as outlined in Section 4, Health Insurance, until such time as the employee becomes eligible for Medicare coverage. Once the disabled employee becomes eligible for Medicare coverage, he/she will no longer be able to continue in the College supported health insurance program. The disabled employee and/or his/her eligible dependents will be able to continue coverage under the provisions of COBRA by paying the full cost of coverage. The College will bill participants for the COBRA premiums on a monthly basis.

**Section 4.3 Health Insurance Benefits for Domestic Partners.** Same or opposite sex domestic partners may be covered as long as the following criteria have been met:

- The domestic partner is 18 years of age or older, unmarried, and unrelated to the employee by marriage or blood in a way that would bar marriage under the laws of New York State; AND
- The employee has lived with the domestic partner in a long-term, committed relationship of mutual support and each have been the other's sole domestic partner for a period of at least one year; AND
- The employee has assumed long-term financial responsibility for the domestic partner or the employee and the domestic partner have mutual financial responsibility.

A completed affidavit of domestic partnership, one proof of cohabitation duration, and two proofs of financial interdependence in a form acceptable to the insurance carrier must be submitted to the Human Resources Office, along with the appropriate medical plan enrollment change form. Once the domestic partner's eligibility for coverage has been satisfactorily established, the effective date of coverage will be:

- The date that the required eligibility affidavit form was signed, as long as Human Resources received this form within 30 days of the signature date; OR

- The January 1 following the date that the required eligibility affidavit form was signed, if Human Resources received this form more than 30 days after the signature date.

**Section 4.3.1 Coverage of Domestic Partner's Children.** Once the domestic partner's eligibility for coverage has been established, the employee may also cover the domestic partner's children as long as the following criteria are met:

- The children permanently reside in the employee's household; AND
- The children meet all other requirements for dependent coverage of the selected medical plan.

**Section 4.3.2 Taxation of Domestic Partner Medical Coverage Benefits.** If a domestic partner (and the domestic partner's children, if applicable) is not an eligible dependent within the meaning of Section 152 of the Internal Revenue Code, the value of the partner's coverage (and coverage for the domestic partner's children, if applicable) is treated as income for federal tax purposes. This value is defined as the difference between the College's cost of providing family coverage less the College's cost of providing individual coverage and will be added to the employee's biweekly salary as "imputed income." If an employee covers other dependents who are within the meaning of Section 152 in addition to a domestic partner, then the biweekly imputed income amount will be pro-rated to exclude the value of the coverage for such eligible dependents.

- If a domestic partner qualifies as a dependent within the meaning of Section 152 of the Internal Revenue Code, there is no imputed income to the employee. A Dependent Tax Affidavit Form must be completed and submitted with the other required enrollment forms.
- If the employee's share of the premium is paid on a pre-tax basis through the College's BestFlex Plan and the domestic partner is not an eligible dependent under Section 152, the portion of the premium that is attributable to the domestic partner's coverage (and the domestic partner's children, if applicable) must be deducted on a post-tax basis. The portion of the employee's share of the cost of family coverage for other dependents who are within the meaning of Section 152 can be paid on a pre-tax basis.

**Section 4.3.3 Termination of Domestic Partner's Coverage.** It is the employee's responsibility to notify Human Resources of the termination of the domestic partnership as soon as possible so that any necessary changes in the employee's health insurance coverage can be made. The former domestic partner's (and the partner's covered children's, if any) 60-day eligibility period for applying for COBRA continuation coverage starts on the date the partnership terminates, not the notification date.

**Section 5 Vision and Dental Plans.** Vision and dental coverage is available to full-time employees who are responsible for paying the full cost of coverage. Coverage begins on the first day of the month following the employee's date of full-time hire or January 1<sup>st</sup> if the employee elects to enroll during open enrollment season.

**Section 6 Best Flex.** Full-Time employees may elect to participate in the College's cafeteria plan, Best Flex. The benefits offered under Best Flex include:

- Ability to pay employee share of the cost of medical, dental, and/or vision coverage on a pre-tax basis
- Ability to make pre-tax contributions to flexible spending accounts for annual reimbursement of up to \$2,500 of medical expenses and up to \$5000 (\$2500 if married and filing separate returns) of dependent day care costs.

New full-time employees may participate upon employment. Current employees may elect participation at the beginning of each calendar year. Under current IRS regulations, unused flexible spending account funds are subject to forfeiture at the end of each plan year.

**Section 7 Long Term Disability Insurance.** Full-Time employees with one or more years of College service are provided with long-term disability insurance. After satisfaction of an elimination period, a full-time employee who is approved by the insurance carrier will receive a monthly income benefit equal to 60% of pre-disability salary (less any disability benefits payable from other sources, including Social Security), as well as a monthly retirement annuity premium benefit. The elimination period is the longer of 90 days or the end of the period for which the employee receives full pay benefits. The College pays the full cost of this coverage.

**Section 8 Life Insurance.** Full-Time employees receive \$20,000 of term life insurance and an equal amount of accidental death and dismemberment insurance. The College pays the full cost of this coverage.

Supplemental life insurance coverage equal to either 1.5 or 2 times the annual rate of pay and dependent life insurance coverage are also available to full-time employees. The employee pays the full cost of the supplemental coverage.

**Section 9 Travel and Accident Insurance.** Full-Time employees traveling on official College business are covered under this plan, which provides benefits for loss of life or dismemberment. The College currently pays the full cost of this coverage.

**Section 10 Employee Tuition Benefit.** The following employees are eligible for tuition benefits for credit courses at the College:

- Regular full-time employees
- Temporary full-time employees who have completed at least five months of full-time employment and remain actively employed

- Part-Time employees who have completed at least five (5) years of half time service and remain actively employed
- Employees who retire at age 55 or older with 15 or more years of full-time service.

A maximum of two courses or 8 credit hours per semester may be taken with the approval of the supervisor. A maximum of 4 courses or 16 credit hours per year may be taken.

All tuition benefits are subject to the following:

- Enrollment in tuition assisted course work will not conflict or interfere with the regularly assigned work schedule or job performance of the employee. Time away from work to attend courses must be made up by the employee or charged to vacation or personal leave.
- Any additional fees beyond in-state tuition, i.e. lab fees, are not included in this benefit and are the employee's responsibility.
- A tuition benefit request form must be completed by the employee, approved by his/her supervisor, and submitted to the Human Resources Office for processing. In cases where a course is to be taken during regular working hours, the arrangements for making up the time must be noted on the course request form.
- The employee must also complete a course registration form and submit it to Student Administrative Services for processing.

Tuition benefits for non-credit Continuing Education courses are available if it can be demonstrated that the course will enhance the employees' on the job performance and that the course work will not conflict with the regularly assigned work schedule or regular student enrollment.

Limited resources are available to full-time employees for SUNY tuition waivers for continued study at SUNY campuses. Details are available in the Human Resources Office.

**Section 11 Dependent Tuition Benefits at CCC.** Eligible dependents of the following individuals may be approved to receive tuition assistance benefits:

- Full-time employees
- Former employees who retired at age 55 or older with 15 or more years of continuous full-time service
- Deceased employees who were age 55 or older with 15 or more years of full-time service as of the date of death

Eligible dependents include the employee's spouse, documented domestic partner (refer to documentation requirements for health insurance benefits for domestic partners), and children under age 25 (biological, legally adopted, stepchildren, and children of documented domestic partners) who are dependent upon the employee for support, and have their principal residence with the employee. The dependent must

meet all College admissions and academic requirements. Employees whose dependents are receiving this benefit are responsible for reporting any changes in dependent status.

PLEASE NOTE: In accordance with federal tax law, dependent tuition benefits for same-sex spouses and documented domestic partners (and their children) who do not qualify as dependents under Section 152 of the Internal Revenue Code are taxable as income to employees.

Applications for the tuition benefit are available in the Human Resources Office. The College will provide for partial or full payment of tuition for eligible dependents that enroll at the College in credit-bearing classes or programs, subject to the following limitations:

- Dependents who are eligible for this benefit are encouraged to apply through the Financial Aid Office for other scholarship or grant funds for which they may be eligible. Any scholarships or aid received will be used to offset the tuition benefit awarded in accordance with current financial aid guidelines. Applicants will be required to follow the normal Financial Aid Office procedures, including the filing of a completed financial aid form.
- The employee or dependent is responsible for all books and fees, other than in-state tuition (i.e., application fees, placement deposits, registration fees, lab fees, activity fees, out-of-state tuition etc.).
- Tuition benefits cannot be approved retroactively for courses taken in previous semesters for which no application for the benefit had been made.

**Section 12 Employee Tuition Assistance Program.** Full-Time employees may be reimbursed for expenses relating to tuition and fees for coursework completed at other accredited colleges and universities (including SUNY institutions) to, as long as the following criteria have been met:

- Completion of three years of continuous full-time employment; AND
- Enrollment in coursework beyond the associate's level that either enhances the employee's performance in his/her current position at the College or prepares him/her for other positions available at the College; AND
- Receipt of a grade of "C" or better in any course for which reimbursement is requested.

Reimbursement is limited to the lesser of actual costs or \$1,500 per employee per academic year.

A completed application form, along with a documentation of expense and satisfactory completion of coursework (tuition billing and final grade report) must be submitted to the Human Resources Office within thirty days of the date the coursework is completed. Any benefits available will be payable to the employee.



The benefits provided under this program are intended to comply with the provisions of Section 127 of the Internal Revenue Code, so these benefits are excludable from an employee's taxable income.

**Section 13 Special Recognition.** Full-Time employees may receive the following awards in recognition of their dedication to the College:

- Fifteen-Year Award
- Thirty-Year Award
- RAVE (Recognizing a Valuable Employee) Award – Full-time employees with three or more years of service are eligible for this peer-nominated award

## **Article 12 PAID LEAVE BENEFITS**

**Section 1 Sick Leave.** Full-Time employees appointed for at least five months will accrue sick leave at the rate of one (1) day per month of full-time service up to the maximum number of days permitted under Section 41j of the NYS Retirement and Social Security Law for members of the Employees' Retirement System. No sick leave will be earned for any month where the employee works less than the major portion (51%) of the month, unless such absence is paid leave. No sick leave is paid at termination or earned while on leave of absence or College professional development leave.

**Section 1.2 Use of Sick Leave.** Sick leave may be used for personal and family illness. The affected employee will notify his/her supervisor by the start of the workday on the first day of absence of the nature of the illness and the probable duration of absence. The College requires a medical certificate from the employee's personal or family physician for absences of more than five working days. The College reserves the right to request additional documentation of illness, as needed, and in situations where excessive use and/or abuse of sick leave appear evident.

Family illness leave is limited to the employee's number of days of annual sick leave accrual and may be used for immediate family members. The immediate family includes spouse, documented domestic partners (refer to documentation requirements for health insurance benefits for domestic partners"), parents, children (including the children of documented domestic partners), siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household. The affected employee must request approval from his/her supervisor and supply medical documentation. The affected employee may also be eligible for coverage under the Family and Medical Leave Act and should contact the Human Resources Office for information.

Sick leave will not be affected by any campus closings. Employees on or scheduled to be on sick leave at the beginning of the workday will retain this leave status regardless of any unscheduled closing of College facilities.

**Section 1.3 Extended Illness.** A full-time employee who is absent from work due to an illness or injury for an extended period of time will be allowed to use paid leave time in the following manner:

- all accrued sick leave;
- all personal leave; and
- All accrued vacation leave.

When all paid leave time has been exhausted, the employee may be placed on an unpaid leave of absence. An employee who has been placed on a leave of absence without pay will not be eligible to accrue College benefits while on such leave, but will be allowed to make personal arrangements with the Office of Human Resources to continue payment of health insurance premiums at the College's group rate and under conditions defined by the Family and Medical Leave Act, if applicable.

**Section 1.4 Voluntary Donation of Sick Leave Between Employees.** In order to receive a sick leave donation from another College employee(s) all of the following criteria must be met. The recipient must:

- Be a current full-time employee
- Have used all of his/her accumulated sick leave, personal time, and vacation
- Be unable to work due to a continuing disability resulting from personal illness or injury and provide medical documentation of such disability
- Have not received any other form of compensation, such as Social Security disability benefits, long-term disability benefits, Worker's Compensation, or disability benefits from a state retirement plan.

During an employee's time of need, a general plea will go out to the College community inviting employees to donate up to a maximum of three (3) days from their accrued sick leave balances. In order to donate sick leave, employees must have a current minimum balance of twelve (12) sick leave days. The maximum amount of sick leave that any employee can donate during any fiscal year is twelve days. The decision to donate sick leave to another employee should be a choice made freely by each employee. No one should feel unduly influenced by another person to donate time.

To facilitate the sick leave transfer between employees, the following procedure will be followed:

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

- The recipient of the donated time will be notified of the donation unless the donor wishes to remain anonymous.

The donated sick leave, as administered by the Human Resources Office, will be distributed to the recipient on a daily basis, as needed, up to a maximum of sixty (60) workdays or three (3) work months. Payment of the donated leave will be based upon the recipient's current rate of pay. However, this rate may be changed due to any pay increases which occur during the periods of donated leave. Transfer of donated sick leave to an employee may not be denied if all eligibility criteria are met and there are enough donated days to cover the periods. For regular full-time employees receiving donated sick leave days, a day is defined as seven and one-half (7.5) hours based on a thirty-seven and one-half (37.5) hour workweek schedule or eight (8) hours based on a forty (40) hour workweek schedule.

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

**Section 1.5 Reporting of Accrued Sick Leave.** The Payroll Department will provide employees with an accounting of their sick leave accumulation. This information is available on the College intranet.

**Section 2 Personal Leave.** Full-Time employees appointed for at least five months will be granted four personal leave days at the beginning of each fiscal year. New employees hired on a full-time basis between September 1 and November 1 will be assigned four personal leave days in the fiscal year in which they are employed. New employees who are hired after November 1 will receive personal leave time on a prorated basis at the rate of 1/3 day for each calendar month of full-time service.

Personal leave can only be used for personal business or for religious observances. The employee will notify his/her immediate supervisor as far in advance as possible of a request to use personal leave time. Personal leave may not be used in less than one-quarter hour increments. Unused personal leave will be converted to sick leave at the end of each fiscal year and is not paid at termination of employment.

**Section 3 Vacation Leave.** Full-Time employees appointed for at least five months will accrue one (1) day of vacation leave for each month of full-time service during the fiscal year, plus one (1) extra bonus day per year for each full completed year of service as of September 1 of each fiscal year. These bonus days will be credited to employee accruals as soon as possible following the start of each new fiscal year. The maximum number of bonus days accrued for each completed year of service is eight; the maximum annual vacation accrual amount is twenty days.

No vacation leave will be earned for any month where the employee works less than the major portion (51%) of the month, unless such absence is occasioned by paid leave. Vacation leave accruals for eligible employees who return to work on a part-time basis

following a period of disability will be prorated according to the percentage of full-time hours worked.

**Section 3.1 Use of Vacation.** Vacation leave is to be taken at the convenience of the College and must be requested and approved in writing by the employee's supervisor. However, any such request will not be unreasonably denied. Vacation leave cannot be taken prior to being earned, except in exceptional and emergency circumstances with the Director of HR's written approval. Vacation leave should be used during the term of the employee's appointment.

Employees who become ill while on approved vacation leave will be allowed to use accrued sick leave in place of vacation leave, provided the employee notifies his/her immediate supervisor of the change and submits medical documentation of the illness upon return to work.

Employees may accrue up to a maximum of thirty-five (35) days of vacation. A maximum of twenty (20) days of vacation may be carried forward as of August 31 of each year. Accrued vacation leave in excess of twenty (20) days will automatically be converted to sick leave (up to the maximum number of days permitted under Section 41j of NYS Retirement and Social Security Law for members of the Employees' Retirement System) as of September 1 of each year. In extenuating circumstances, the President of the College may permit an employee to carry forward more than twenty (20) days of vacation into a new year.

Vacation leave will be paid at the employee's current rate of pay. Terminating employees will receive payment for up to a maximum of twenty (20) days of accrued vacation leave, at the rate of pay in effect at the time of termination.

**Section 3.2 Vacation Cash Out Option.** At the end of each fiscal year, an employee may cash out up to 5 days of vacation each year (effective with the fiscal year beginning 9/1/11), providing the following conditions are met:

- Estimated vacation balance as of August 31 is greater than 20 days (150 hours)
- Estimated sick leave balance as of August 31 is at least 80 days (600 hours)
- Only vacation days in excess of 20 may be cashed out, up to a maximum of 5 days; any remaining vacation in excess of 20 days will be converted to sick leave as of September 1 of each year
- A completed election form is submitted to the Human Resources Office by August 15th of each year.

Vacation Cash Out payments will be made in the first pay period of September.

**Section 4 Paid Holiday Leave.** Full-time employees appointed for at least five months will be granted holidays according to their work schedules. The maximum number of paid holidays available to any employee is fourteen (14) paid holidays per fiscal year. The dates of the paid holidays will be specified by the College annually.

In order to qualify for holiday pay, employees must generally work their last scheduled day before and their first scheduled day after the holiday unless such absence is occasioned by vacation, paid sick leave, or other cause approved by the employee's supervisor.

If a paid holiday falls on a scheduled day off for an employee, the supervisor and employee will agree on a substitute holiday. Any substitute holiday time must be used before the end of the fiscal year and may not be carried over into the next fiscal year. Full-Time employees will be paid at the rate of two and one-half (2-1/2) times the applicable base hourly rate for time worked on any of the fourteen (14) paid holidays scheduled by the College.

**Section 5 Absence for Work-Related Injury or Illness.** Paid leave time may be used by a full-time employee who is absent from work due to a work-related illness or injury. An employee who uses any accrued leave time during such absence may elect to endorse any payments received from Worker's Compensation over to the College. These payments will be credited to the employee's accrued leave at a rate not to exceed the reimbursement. An employee who is absent from work due to a work-related illness or injury will be deemed to have continuous service during such leave.

**Section 6 Bereavement Leave.** Full-Time employees appointed for at least five months may be granted leaves of absence with pay totaling four (4) days in any fiscal year for death or serious, i.e., life threatening, illness in the employee's immediate family. The immediate family includes spouse, documented domestic partners (refer to documentation requirements for health insurance benefits for domestic partners"), parents, children (including the children of documented domestic partners), siblings, grandparents, grandchildren, parents of spouse and any relative residing in the household.

In the event of more than one instance of bereavement in a fiscal year, the employee may request additional time through the employee's supervisor and the appropriate associate dean/director from the President of the College. Unused bereavement leave is not carried over into the next fiscal year or paid at termination.

**Section 7 Unscheduled College Closings.**

In the event of an unscheduled closing of the College due to inclement weather or other circumstance, members of the bargaining unit are considered to be essential personnel and are expected to work their scheduled hours, unless excused by the Director of Public Safety or his/her designee.

In addition to payment for time worked, full-time employees who work on a day of an unscheduled closing will receive pay for the same amount of "other time" as other full-time College employees who don't work on that day. Full-Time employees working shifts that begin prior to a scheduled closing and end after a scheduled closing will receive additional pay for "other time" for the period beginning with the time that the

decision to close is made until the end of the work shift. Such additional pay will not be counted as time worked for purposes of overtime pay calculations. Part-Time employees will be paid only for hours actually worked on a day of an unscheduled closing.

Paid leave will not be affected by any campus closings. Employees scheduled to be on any paid or unpaid leave at the beginning of the workday will retain this leave status regardless of any unscheduled closing of College facilities. Employees who call off work on the day of, but prior to, an unscheduled closing of the College will be required to charge paid leave accruals for the period of absence between the start of their work shift and the official time of the closing.

**Section 8 Paid Leave for Jury Duty or Court Attendance.** Full-Time employees appointed for at least five months will be granted leave with pay to perform jury duty or to attend court for other than personal matters. Part-Time employees will be paid the first \$40.00 of their daily wage for the first three days of jury service. In the case of paid jury services, the employee is required to endorse any jury duty payment received over to the College. An employee eligible for such leave will provide his/her supervisor and the Payroll Office with a copy of the summons for jury duty.

**Section 9 Military Leaves.** Employees will be paid their regular rate of pay for any periods of absence during which they are engaged in the performance of ordered military duty, not to exceed the greater of twenty-two (22) working days or thirty (30) calendar days. Employees are required to submit a copy of their military orders to the Human Resources Office. All other benefits required under applicable New York State or federal law, such as re-employment rights and continuation of medical and pension benefits will also be provided by the College to employees on military leaves of absence.

## **Article 13 OTHER LEAVES OF ABSENCE**

**Section 1 Leave of Absence Without Pay.** Leaves of absence without pay may be granted to full-time employees with at least two years of full-time consecutive service at the convenience of the College and will be granted in accordance with all applicable Civil Service laws and rules. A leave of absence without pay may be granted up to a maximum period of one (1) year and may be extended only in exceptional circumstances.

All requests for leaves of absence without pay must be submitted to the employee's supervisor in writing at least ninety (90) days prior to the effective date of the request, except in emergency circumstances. Such written requests must include the supervisor's recommendation and be submitted to the appropriate VP/Director for approval, and then forwarded to the President of the College. If the request is approved, the President will make a recommendation to the Regional Board of Trustees, which gives final approval for all leaves of absence without pay.

A leave of absence without pay in excess of five months will not be credited to an employee's eligibility for paid leave, longevity awards, salary increment, early retirement, or seniority.

An employee on a leave of absence without pay for longer than thirty (30) days will not be eligible to accrue any employee benefits offered by the College, except under the provisions of the Family Medical Leave Act (FMLA). An employee on a leave of absence without pay may continue to participate in a College health insurance plan by paying the full premium cost, for which he/she will be billed by the Human Resources Office.

All employees on a leave of absence without pay must notify the College, in writing, at least thirty (30) days prior to the expiration of such leave of their intention to return to the College. Employees may not return before the leave of absence expires unless they receive prior approval from the Human Resources Office.

**Section 2 Academic Leave Of Absence Without Pay.** A leave of absence without pay may be granted for academic reasons to a full-time employee who has at least three (3) consecutive years of service. The leave must benefit the College and meet one (1) of the following additional criteria:

- In-service training;
- Continued study related to the area of specialization.
- Continued study to related field in general.
- Preparation for job transfer within the College.

An employee granted such leave would not receive employee benefits; however, academic leave will not affect an employee's eligibility for paid leave, tenure, salary increments, and seniority. Requests for academic leave must be submitted to the employee's supervisor and include a detailed description of the leave and an explanation about how the leave will fulfill one of the criteria listed above.

Requests for academic leaves of absence must be made six (6) months prior to the start of the leave. The supervisor will forward the request and a recommendation to the VP or Director, who will then make a recommendation to the President of the College. The President will make a recommendation to the Regional Board of Trustees. All requests for academic leave will receive a response not less than ninety (90) days prior to the effective date of the requested leave.

**Section 3 College Professional Development Leave.** The objective of College Professional Development Leave is to encourage professional development to enhance the value of the employee's subsequent services to the College. Such leave will not be regarded as a reward for service or as a vacation or rest period occurring automatically at stated intervals.

The Regional Board of Trustees may grant College Professional Development Leave for work experience, undergraduate/graduate study, research, writing, field observations, or other suitable purposes, subject to available funds. Full-Time employees are eligible for such leave, as described below, upon the recommendation of the College Development Leave Committee, review by the President of the College, and with the approval of the Regional Board of Trustees. Any approved leave of absence of one (1) semester or less will count as service toward meeting the applicable eligibility requirement. Any leave of absence for more than one (1) semester will not be counted as service toward meeting the eligibility requirement.

- There are five categories of College Professional Development Leave:

**Short Term Leave:** Short term College Professional Development Leave is 100% paid leave of one to six months during the fiscal year. All regular full-time staff members—administrative, support and staff/technical assistants—are eligible for short-term leave upon completion of three (3) years of continuous full-time service.

**Extended Leave:** An extended College Professional Development Leave may be granted for more than six months at 60% salary. Employees must complete five (5) years of continuous full-time service to be eligible for an extended Professional Development Leave.

**Externship:** An externship is 100% paid leave for up to six months for work experience on an unpaid, volunteer basis to update an employee's professional knowledge. Employees must complete five (5) years of continuous full-time service to be eligible for an externship.

**Employee Exchange:** An employee exchange is an exchange of personnel for up to one year between two academic institutions or organizations that is designed to expand the participant's knowledge of community colleges, as well as specific functions, department, and student needs. Employees must complete five (5) years of continuous full-time service to be eligible for the employee exchange program.

**Internship Leave:** An internship leave involves an assignment to another department within Corning Community College of up to one (1) year in order to increase the employee's knowledge of specific operations and interrelationships in overall College operations.

Employees must complete three (3) years of continuous full-time service to be eligible for the internship program.

- An employee who is granted College Professional Development Leave is expected to return to employment at the College for at least one year. If the employee does not return to College employment, the total compensation paid to or on behalf of the employee during the College Professional Development Leave must be repaid to the



College within a one year period in accordance with a previously agreed upon repayment schedule, except in the case of permanent disability or death. The employee on College Professional Development Leave should not render service for compensation in another institution or enterprise; participants must declare all expected sources of income that will be derived from their profession during the pursuit of the College Professional Development Leave in a manner deemed appropriate by the administration of the College. Income in excess of the participant's base salary minus a reasonable amount to cover expenses incidental to the pursuit of the project will be returned to the College, up to the amount payable to the participant. This income information must be included in the application for College Professional Development Leave.

- Final approval will be made by the Regional Board of Trustees. Applications must include a statement of a well-considered plan. Upon returning to the College after a College Professional Development Leave, the employee will present a full report regarding the use of the College Professional Development Leave to the College community. The report will also be forwarded to the President of the College who will submit it to the Regional Board of Trustees.
- Additional College Professional Development Leave will not be granted to the employee until another eligibility period of service has been completed. The time spent on a College Professional Development Leave will count as time worked for salary increases and promotions.
- Participants in College Professional Development Leave will continue to enjoy the same benefits status as they had before their leave was approved, except that they will not accrue paid leave.

## **Article 14 UNIFORMS**

The College will provide all necessary uniforms and equipment to employees, as follows:

- Pants: 3 pairs for full-time employees; 2 pairs for part-time employees
- Shirts: 3 short sleeved shirts and 3 long sleeved shirts for full-time employees; 2 short sleeved shirts and 2 long sleeved shirts for part-time employees
- All season jacket
- Duty belt
- Collar brass

**Section 1 Footwear.** Acceptable footwear includes black ankle high or calf length boots. Plain black oxford shoes or sneakers may also be acceptable, subject to approval by the Director of Public Safety or his/her designee. Upon completion of six months of employment, the College will provide employees with either ankle high or calf length boots at a cost of up to \$120.00 through existing arrangements with approved

vendors. If the employee has purchased acceptable footwear on his/her own prior to the completion of six months of employment, the College will reimburse the employee for the actual cost of such footwear up to \$120.00 upon receipt of proof of purchase and completion of six months of employment.

**Section 2 Replacement/Reissuance of Uniforms and Footwear.** Uniforms and footwear will be replaced, as needed, subject to the approval of the Director or his/her designee.

All uniform and equipment purchased by the College, except for footwear, will be collected from terminating employees and placed into "inventory" for future use. New employees survey the inventory to see if there are any items in their sizes that are serviceable. Serviceable clothing items will be professionally cleaned at the College's expense before they are reissued. If there are no serviceable items available, the Director of Public Safety will authorize the purchase of necessary items from approved vendors at the College's expense.

## **Article 15 POSITION VACANCIES**

All position vacancies will be filled by employees covered by this Agreement who elect to apply for such positions prior to the hire of any new employees, as long as the employees meet the minimum qualifications of the position being filled and any applicable NYS Civil Services rules or regulations have been satisfied. Consideration of attendance records, prior counseling/disciplinary actions, work experience, ability, etc. will all be factors that will govern hiring decisions.

## **Article 16 PERFORMANCE EVALUATIONS**

In the event that the College implements a formal performance evaluation system for non-union employees at a later date, the parties agree to discuss the possible implementation of such system for bargaining unit members.

**Section 1 Professional Development.** The College urges all employees to continue professional development. Various forms of assistance are available for such activities. Supervisors and employees will devise and participate in appropriate development and training programs to assure that every employee has the appropriate skills to accomplish the College mission.

## **Article 17 TRAINING**

The College will provide and pay for all required training and certifications for all employees in the bargaining unit. In the case of re-certifications, the College will make every effort to ensure that these are completed prior to expiration. In any event, if the

College fails to provide such training and certifications, employees will not lose their current positions with the College, but will maintain their employment with the College at the current pay scale until such recertification can be completed.

## **Article 18 DISCIPLINE AND DISCHARGE**

**Section 1** An employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu of and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

**Section 2** Disciplinary action may include verbal warnings (with a written notation of such filed with the Director of Human Resources), written warnings, suspension, demotion, discharge, loss of paid leave credits, or any combination thereof. A notice of such discipline shall be made in writing and served upon the employee, by personal service or by registered or certified mail. A copy of the notice of discipline shall also be promptly provided to the local Union President. The specific acts for which discipline is being imposed, or sought to be imposed, and the penalty shall be specified in the notice, and shall include references to dates, times, and places to the extent practicable.

**Section 3** If the employee disagrees with the disciplinary action, the employee and/or the Union may submit a grievance at the Stage 2 of the grievance procedure as specified in Article 19 of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the Notice of Discipline will constitute acceptance of the penalty by the employee and the Union and the matter will be deemed settled in its entirety. Subject to a mutual written agreement between the "Union" and the "Director of Human Resources", the time limit hereinabove specified may be extended.

**Section 4** It is expressly understood that the College shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging disciplinary action. If such discipline involves a suspension without pay, the period of such suspension will not exceed 30 calendar days.

**Section 5** An employee shall have the right to be represented in disciplinary matters by a Union representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. The employee will be advised of such right of representation in writing prior to any such questioning. If the employee declines to have a representative present, he/she should indicate this in writing. If present, union representatives should be required to sign any warning notices issued to employees they represent.

In those instances where the penalty sought to be imposed consists of a discharge, suspension without pay, demotion, or loss of paid leave credits, the employee shall be

granted a meeting with the Director of Human Resources, or his/her designee prior to the imposition of such discipline. The meeting may be attended by the employee's Union representative if the employee elects to have a representative present, and shall consist of oral notice to the employee of the allegations against him/her and an opportunity to respond orally to said allegations. In any event, nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Director of Human Resources or his/her designee and the employee may waive his/her rights to the procedures outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

**Section 6** No disciplinary action shall be commenced by the College more than one (1) year after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

**Section 7** Disciplinary action documents will be permanently retained in the employee's personnel file unless otherwise agreed by the parties in writing. Employees are permitted to submit rebuttal statements to the Human Resources Office for inclusion in their personnel files.

## **Article 19 GRIEVANCE PROCEDURE**

Any member of the bargaining unit may invoke the grievance procedure where disagreements arise as to the terms or provisions of this Agreement. This grievance procedure is intended to replace Sections 75, 76, and 77 of Civil Service Law.

If a grievant takes a matter covered by this agreement to a court or administrative agency for resolution, the same matter may not be pursued through this grievance procedure. Likewise, if a grievant takes a matter covered by this Agreement through this grievance procedure, the same matter may not be pursued through a court or administrative agency.

**Section 1 Definitions.** Only a claimed violation of the terms or provisions of this Agreement can be grieved. Written grievances must be submitted on the form shown in Appendix A.

A grievant is the Union or a member of the bargaining unit.

In all cases of time limits provided in this Article, the computation of working days shall exclude Saturdays, Sundays and holidays.

## **Section 2 Procedural Steps.**

### **Pre-Grievance Meeting**

Prior to the filing of a grievance, the Union will meet with the Director of Public Safety and the Director of Human Resources to attempt to resolve the matter informally. This meeting shall take place within ten working days of the date of the claimed violation or the date on which the employee was made aware of such claimed violation. If the matter is not resolved informally, then the following steps shall apply.

### **Step 1**

The grievant shall submit a written grievance to the Director of Public Safety or his/her designee within ten working days of the date of the pre-grievance meeting, an employee and/or his/her Union shall submit a grievance to the Director of Public Safety. The Director of Public Safety shall answer the grievance in writing within five working days of his/her receipt of the written grievance.

### **Step 2**

If the grievant is not satisfied with the Step 1 decision or does not receive a decision within the allotted time, the grievant may submit a written appeal to the Director of Human Resources or his/her designee within ten working days of the date of the Step 1 decision. The Director of Human Resources shall answer the grievance in writing within ten working days of his/her receipt of the written appeal. If the grievance is not appealed within the allotted time, the grievance is deemed satisfied by the Step 1 answer.

### **Step 3**

If the grievant is not satisfied with the Step 2 decision or does not receive a decision within the allotted time, the grievant may submit a written request for a Step 3 meeting to the President of the College or his/her designee within ten working days of the date of the Step 2 decision. This meeting shall take place within ten calendar days of the date of the written request. The President shall answer the grievance in writing within ten working days of the Step 3 meeting. If a Step 3 meeting is not requested within the allotted time, the grievance is deemed satisfied by the Step 2 answer.

**Section 3 Arbitration.** If the grievant is not satisfied with the Step 3 decision, the Union has twenty (20) working days after receipt of the Step 3 answer to submit the grievance to arbitration. If the Union does not appeal a grievance to arbitration within the allotted time, the grievance is deemed satisfied by the Step 3 answer.

**Section 3.1 Selection of Arbitrator.** To appeal a grievance to arbitration, the Union must send a letter to the Public Employment Relations Board (PERB), with a copy of such letter sent to the Director of Human Resources, which requests:

- arbitration of one (1) specifically identified grievance, and

- a list of arbitrators.

Within fifteen (15) working days of receipt of its copy of the list, the each party must mail its copy to PERB with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. PERB shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If PERB determines that no mutually acceptable arbitrator has been selected by the parties, it shall send a second list of arbitrators and the same procedure will be followed by each party. If PERB determines that no mutually acceptable arbitrator has been selected by the parties from the second (2<sup>nd</sup>) list, it shall name the arbitrator.

**Section 3.2 Arbitrator's Authority.** The arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement. No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement between the parties. All decisions of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room(s) shall be shared equally by the College and the Union. If the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided cost nor the expenses of witnesses or participants called by the other.

**Section 3.3 Record of Arbitration Proceedings.** If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made at its own expense, provided that it furnishes a copy of the record to the arbitrator and a copy to the other party.

**Section 4 Extension of Time Limits.** The parties may mutually agree to extend the time limits set forth in this Article. Such agreement must be evidenced by a written agreement signed by both parties (electronic email shall constitute fulfillment of this requirement).

## **Article 20 REDUCTION IN STAFF**

The Regional Board of Trustees or the President of the College with the concurrence of the Regional Board of Trustee will determine the need for and extent of staff reductions.

Any reduction of staff falling within the competitive class of NYS Civil Service will be determined in accordance with applicable Civil Service rules and regulations.

**Section 1 Notice Requirement.** The President of the College or his/her designee will provide written notification to employees affected by staff reduction. The written notice of termination will be given with as much advance notice as possible, but not less than thirty days prior to the termination date.

## **Article 21 PERSONNEL FILES**

The personnel file in the Human Resources Office is the only official personnel file of the College. Personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A bargaining unit member shall have the right to review his/her own personnel file at any reasonable time, upon request made to the Director of Human Resources and to provide written comment as to any material therein contained. Said review shall take place in the Office of Human Resources during the normal business hours of the College.

## **Article 22 SMOKING/TOBACCO-FREE POLICY**

Corning Community College is committed to providing its students, employees, and visitors with a safe and healthy environment. In light of this commitment, as well as the findings of the U.S. Surgeon General that exposure to secondhand tobacco smoke and use of tobacco are significant health hazards, the Regional Board of Trustees has established CCC as a smoke/tobacco-free institution, effective August 1, 2011, via resolution #3371-11. No consumption of tobacco will be allowed on any College property or in any College facility.

**Section 1 Definitions.** "Tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

**Section 2 Scope.** The use, distribution, or sale of tobacco or any smoking device (such as e-cigarettes), or the carrying of any lighted smoking instrument in College buildings or on College premises without exception, at offsite College-required learning activities, at events on College premises, or in College-owned, rented or leased vehicles, is prohibited. The College requires students, employees, and visitors to respect private property bordering all College locations by refraining from trespassing for purposes of consumption of tobacco products.

**Section 3 Enforcement.** The Department of Public Safety is charged with the enforcement of this policy. Violations by employees will be treated as disciplinary matters.

## **Article 23 LEGISLATIVE ACTION**

In accordance with Section 204-a of New York State Civil Service Law:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**Article 24 DURATION OF AGREEMENT**

Unless otherwise noted in this Agreement, all provisions will be applied as of the date of ratification by both parties and will remain in effect through August 31, 2016.

CORNING COMMUNITY COLLEGE

NYS LAW ENFORCEMENT OFFICERS  
UNION, COUNCIL 82

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Dr. Katherine P. Douglas

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Greg Carey

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Date

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Date