



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Adirondack Community College and Adirondack Community College Educational Support Personnel (2008)**

Employer Name: **Adirondack Community College**

Union: **Adirondack Community College Educational Support Personnel**

Effective Date: **09/01/08**

Expiration Date: **08/31/11**

PERB ID Number: **6674**

Unit Size:

Number of Pages: **30**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



AGREEMENT

Between

**ADIRONDACK COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL**

representing the Full-Time and Part-Time Employees
of the College in the Classified Service

AND

**THE BOARD OF TRUSTEES OF
ADIRONDACK COMMUNITY COLLEGE**

September 1, 2008 – August 31, 2011

TABLE OF CONTENTS

ARTICLE I: Preamble.....	1
ARTICLE II: Recognition.....	3
ARTICLE III: Dues Deduction.....	4
ARTICLE IV: Grievance Procedure	4
A. Purpose	4
B. Definitions.....	5
C. Submission of Grievances	5
D. Grievance Procedure.....	5
E. Arbitration	6
ARTICLE V: Conditions of Employment.....	7
A. Work Week	7
B. Work Year.....	7
C. Part-time Hourly Employees	7
D. Optional Recess Work.....	8
E. Vacations	8
F. Holidays	9
G. Employee's Birthday and Anniversary Day.....	10
H. Sick Leave	10
I. Personal Leave.....	11
J. Bereavement Leave	11
K. Health Insurance.....	11
L. Dental Insurance	12
M. Long Term Disability	13
N. Life Insurance.....	13
O. Cancer Insurance Plan	13
P. Sick Bank.....	13
Q. Retirement.....	13
R. Jury Duty Compensation.....	13
S. Leaves of Absence	14
T. Tuition Waiver	14
U. Transcripts	14
ARTICLE VI: Miscellaneous	15
A. Job Posting.....	15
B. Filling Vacant Positions with College Employees	15
C. Evaluation.....	15
D. Personnel File.....	15
E. Association Use of College Facilities for Conducting Association Business	16
F. Duties That May Endanger Employees' Health.....	16
ARTICLE VII: Salary and Wages.....	16
A. Effective Date	16
B. Bi-Weekly Pay Schedule	17
C. Job Titles and Grades	17
D. Full-Time Twelve Month Employees Pay Schedule.....	19

E. Hourly Employees Pay Schedule.....	19
F. Minimum Annual Salary and Hourly Rate	20
G. Overtime Pay.....	22
H. Shift Differential	23
I. Sunday and Holiday Work.....	23
J. Call In	23
K. Special Events	24
ARTICLE VIII: Retirement Incentive	24
ARTICLE IX: Retirement Benefits.....	25
Appendix A - GRIEVANCE FORM.....	27

ARTICLE I: Preamble

A. Under the provisions of Chapter 392 of the Laws of 1967 of the State of New York:

THIS AGREEMENT IS MADE AND ENTERED INTO ON April 16, 2009, BY AND BETWEEN THE NEGOTIATING COMMITTEE OF THE BOARD OF TRUSTEES, REPRESENTING THE BOARDS OF SUPERVISORS OF WARREN AND WASHINGTON COUNTIES, AND THE NEGOTIATING COMMITTEE OF THE ASSOCIATION, THE RECOGNIZED REPRESENTATIVE OF THOSE EMPLOYEES IN THE CLASSIFIED SERVICE OF THE COLLEGE AS DEFINED IN SECTION B, BELOW.

This Agreement, subject to approval and ratification by the:

Board of Trustees at the College; the
Unit of Employees; the
Board of Supervisors of Washington County; and the
Board of Supervisors of Warren County,

shall go into effect after ratification and shall remain in effect until August 31, 2011, and shall continue in effect thereafter as long as mutually agreeable, in writing.

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

The Board, on its own and on behalf of the sponsoring Boards of Supervisors and the State University of New York, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulations, except as limited by the expressed terms of this Agreement.

No employees in this unit or the employee organization representing them or to which they belong shall engage in a strike and neither the unit nor the employee organization shall cause, instigate, encourage or condone a strike.

B. As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. "Unit" - All employees, both full-time and part-time, of the College in the classified service in the following categories:

SECRETARIAL, CLERICAL and SUPPORT POSITIONS:

Academic Information Specialist	Principal Account Clerk
Account Clerk/Typist	Principal Typist
Administrative Support Assistant	Print Room Attendant
Clerk	Secretary
Community Relations Specialist	Secretary to Dean
Computer Resource Assistant	Senior Account Clerk/Typist
Computer Technician	Senior Computer Resource Assistant
Computer Technology Assistant	Senior Computer Technology Assistant
Data Entry Machine Operator	Senior Library Assistant
Instructional Technology Assistant	Senior Stenographer
Learning Center Assistant	Senior Typist
Library Assistant	Student Activities Clerk
Messenger	Switchboard Operator/Receptionist/Typist
Office Specialist	Typist
Physical Education Equipment Custodian	

MAINTENANCE POSITIONS:

Building Maintenance Mechanic	Night Foreman
Building Maintenance Worker	Sr. Building Maintenance Worker
Cleaner	Senior Custodian
Custodian	Supervisor of Maintenance
Groundskeeper	Utility Worker
Head Custodian	Working Foreman
Maintenance Worker	

MEDIA POSITIONS:

Audio Visual Aid	Senior Audio Visual Technician
Audio Visual Services Technician	Senior Instructional Technology Assistant
Media Services Repair Technician	

SECURITY POSITIONS:

Peace Officer	Security Guard
---------------	----------------

But, EXCLUDING those employees approved by PERB to be "confidential," the same being currently the:

- Secretary to the President; the
- Administrative Assistant or Secretary to the Vice President of Academic Affairs and Dean of the College; the
- two Administrative Assistants or Secretaries to the Vice President for Administrative Services; and the
- Human Resources Assistant

And excluding any persons who would otherwise be included who are or may be

- a. employed in the secretarial, clerical and support positions listed above, as well as Peace Officers and Security Guards, and who are employed for less than 15 hours a week, or
- b. employed in the maintenance positions listed above, and who are employed for less than 25 hours a week.

The College can continue to contract for services of Security Guards and Peace Officers with outside vendors; however, only the incumbent security guards and/or peace officers who are employed by ACC on the effective date of the Collective Bargaining Agreement shall not be laid off during the term of this Agreement due to the College's exercise of its right to contract out for Security Guards and/or Peace Officers. Employees hired after the effective date of the Agreement will not have such protection.

2. "Association" - The Adirondack Community College Educational Support Personnel

3. "Board" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties

4. "College" - Adirondack Community College

5. "Parties" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties, and the Unit

6. "President" - The President of Adirondack Community College

7. "Supervisor" - The immediate supervisor of any person included in the Unit

8. "Vice President for Administrative Services" - The Vice President for Administrative Services of Adirondack Community College

ARTICLE II: Recognition

The Board recognizes the rights of employees in this Unit to be represented by the Association for the purpose of negotiating collectively with the Board in the determination of terms and conditions of employment and the administration of grievances arising thereunder. This recognition shall continue until changed by vote of the Unit as provided by law.

The Board further recognizes that the Association shall have the exclusive right with respect to other employee organizations to represent all employees in this Unit in all proceedings under the Public Employees Fair Employment Act.

The Board further recognizes the right of any employee in the Unit to join or to refrain from joining the Association without reprisal from the Board or the Association.

ARTICLE III: Dues Deduction

A. The Board agrees that the College shall deduct membership dues from wages and salary payments and shall forward such payments promptly to the Treasurer of the Association.

B. Dues deductions shall be made in equal amounts based on the number of pay dates remaining up to and including June 30 of each year of this Agreement and shall be remitted on or before the 10th of the month following the month in which the dues were collected.

C. The Association warrants that it has established and will maintain a legally valid procedure providing for the refund to any staff member in the unit who demands the return of a portion of the agency fee deduction which represents the staff member's *pro rata* share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

D. The Association agrees to indemnify and hold the College harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, which may arise out of, or by reason of, any action taken by the College pursuant to the provisions of this Article.

ARTICLE IV: Grievance Procedure

A. Purpose

It is the policy of the College and the Association to resolve all grievances informally and at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. No informal resolution shall be contrary to the terms of the Agreement and the Association shall be notified of all informal resolutions of a grievance.

B. Definitions

A "grievance" is the complaint by an employee(s) of an alleged violation of any of the terms of this Agreement based on a specific incident concerning which there is a dispute with respect to the meaning and interpretation of a term, or provision thereof.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party/parties must attempt, in good faith and on a face-to-face basis, to resolve it informally.

2. The grievance shall be submitted in writing and shall identify the aggrieved party/parties, the provision or provisions of this Agreement involved in the grievance, the time and place when the alleged event or condition constituting the grievance occurred and (when known) the identity of the person responsible for the alleged violation. In addition, there shall be a statement by the aggrieved party/parties of the redress sought.

3. A grievance shall be deemed waived unless it is submitted within forty-five (45) calendar days after the aggrieved party/parties knew or should have known of the events or conditions on which it is based. The filing time shall not run during July and August for those employees who do not work during this period.

4. The aggrieved party/parties may submit the grievance or the Association may submit it on behalf of such party/parties in which event the party/parties shall sign the written grievance.

5. The grievance shall be submitted to the person responsible for decisions in the matter in which the alleged grievance occurred.

D. Grievance Procedure

Step 1

The appropriate Vice President shall receive the grievance, make such investigations formally or informally as he/she deems appropriate and submit a reply in writing to the party/parties delineating any procedures, commitments or actions which have been or will be taken in regard to the grievance.

Step 2

If the aggrieved party/parties is/are not satisfied with the reply of the appropriate Vice-President or if no reply is received within fourteen (14) calendar days after written grievance is received, the grievance may be appealed to the President. In those cases for which the President is responsible, the grievance may be appealed to the Chairman of the Board of

Trustees. The President or the Trustees (acting through a committee appointed by the Chairman) shall consult in writing or orally with those involved and shall submit in writing to the aggrieved party/parties and to the President of the Association a statement of the position of the President or the Board of Trustees, whichever is applicable.

Step 3

If the Association is not satisfied with the response from Step 2 above, or if no response is received within fourteen (14) calendar days following the receipt of the grievance as indicated in Step 2, it may, within fifteen (15) calendar days after receiving the final reply or after the time interval specified herein has elapsed, refer the grievance to arbitration. The procedures and methods prescribed by the American Arbitration Association for the selection of an arbitrator shall be used.

E. Arbitration

1. The arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this agreement in arriving at a decision; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its or their powers, as provided by law and State or Federal binding regulations. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the decision.

2. Matters for which other means of resolution have been provided within this Agreement, or foreclosed either by this Agreement or by statute, statutory rule or State or Federal binding regulation shall not be considered a grievance.

3. The decision of the arbitrator shall be in writing with copies to both the President and the President of the Association and shall be signed by the arbitrator. The decision shall set forth the findings of fact and conclusions of the arbitrator upon which the decision is founded.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. All fees and expenses of the arbitrator which may be involved in the arbitration proceeding shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE V: Conditions of Employment

A. Work Week

1. The normal work week for full-time twelve-month and full-time academic year employees in Secretarial, Clerical and Support positions shall be 37.5 hours per week.

2. The normal work week for full-time twelve-month and academic year employees in Maintenance and Media positions shall be 40 hours per week.

During the workday, employees will be granted a regularly scheduled lunch break which can only be rescheduled by the employer with 24 hours notice. Without the latter notice, the lunch break can only be changed by mutual consent.

B. Work Year

1. The work year for full-time twelve-month employees shall commence on September 1 and continue through August 31. Twelve-month employees will be paid on an annual salary basis.

2. The work year for full-time academic year employees shall be on a nine-month basis and shall commence and end on dates to be set by the Vice President for Academic Affairs, normally not more than two weeks before and after the College's Fall semester starts or ends, or two weeks before and after the Spring semester starts or ends. An academic year employee will be paid on an hourly basis.

C. Part-time Hourly Employees

1. Part-time hourly workers are those on the same twelve-month or academic work year and work week as full-time employees as defined in the Agreement (Article V:A,B) and who normally and consistently work the same pattern of days and daily hours, only fewer, as the full-time employees. The daily schedule is less than 7 1/2 hours for the Secretarial, Clerical and Support positions and less than 8 hours for the Maintenance and Media positions. Such employees shall be eligible for benefits (unless otherwise restricted, limited or specifically requiring full-time employment) similar to, and under the same conditions as, full-time academic year or twelve-month employees, whichever applies.

2. Benefits shall be provided in terms of the regular units of hours worked (Example: a regular 4-hour day person receives a 4-hour day birthday leave). Benefits which require longevity to qualify (example: tuition waiver) or other requirements (1000 regularly scheduled hours per year in his/her regular position for health insurance participation) retain these requirements.

3. If such a part-time employee becomes a full-time twelve-month or academic year employee, units of sick leave accumulated are converted to full-time units on a direct pro-rata basis. Longevity for additional days of vacation when applicable, is determined by provision in the Agreement (Article V:F.3.).

4. If a nine-month employee becomes a twelve-month employee, he/she shall receive credit toward longevity for additional days of vacation on a pro-rata basis for such employee's continuous years of service.

D. Optional Recess Work

When an opportunity is provided, on a voluntary basis, for unit employees to work outside their work year as defined in Article V:B.2., the employee shall be paid solely on the basis of time actually authorized and worked, except the employee may earn, based on time actually worked, one unit of sick leave, per month, each for June and July and August. Such time shall be granted at the end of each month provided at least 16 or more days are actually worked in that month. Sick leave so earned is added to the employee's sick leave accumulation, not to exceed 140 days for full-time academic year employees.

E. Vacations

1. Each full-time twelve-month employee shall earn one (1) working day of vacation per month. (When an employee is hired, employment on or before the 15th day of any month will count as a full month for vacation credit; and employment after the 15th day of any month will not count as a month for vacation credit; when an employee leaves service, if the last day actually worked is on or before the 15th day of any month, such employment will not count as a full month for vacation credit.).

2. After six months of service as calculated in E(1) above, an employee may schedule vacation as earned.

3. Each twelve-month employee shall be granted vacation time on the first day of the month following the employee's applicable years of service according to the following schedule:

<u>Length of Full Years of Continuous Employment</u>	<u>Vacation Days (Units)</u>
After 5 years	13
After 6 years	14
After 7 years	16
After 8 years	17
After 9 years	18
After 10 years	19
After 11 years	20
After 12 years	20
After 13 years	21
After 14 years	22

4. The employee may not accumulate vacation days greater than the annual allotment plus five days (e.g. an employee with ten years service cannot accumulate more than twenty-four days).

5. When employees leave the employment of the College with less than six months of continuous service, they will not receive credit nor be paid for any vacation time as calculated in E(1) above.

F. Holidays

1. Twelve-month employees shall be granted twelve (12) holidays with no reduction in salary. The following are fixed:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day
- Independence Day

2. Full-time academic year employees shall be granted eleven (11) holidays with regular pay. The following are fixed:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day

3. When a part-time hourly employee is scheduled to work full-time for a period exceeding two work weeks, an employee will receive full pay for a holiday which occurs during the period of full-time work.

4. When a nine-month employee is scheduled to work in July, similar to a twelve month employee, the employee will be granted Independence Day.

5. When a part-time nine-month employee is scheduled to work on a holiday, the employee will be granted that holiday and will receive pay for the number of hours the employee was scheduled to work on that holiday.

6. Prior to the College establishing the holiday schedule for the succeeding fiscal year, the College will request input from the Association regarding the holiday schedule.

G. Employee's Birthday and Anniversary Day

1. Employee's Birthday. By mutual and prior agreement between the employee and his/her supervisor, each nine-month employee covered by this Agreement, working a regularly scheduled work week on an academic year basis, shall be granted one day (unit) off, without a reduction in pay, on his/her birthday. Although the employee is encouraged to take the day (unit) off on the birthday, the employee may be granted a day in lieu of the actual birthday within one year after the birthday occurs. A birthday leave not taken within a year of the birthday shall be forfeited.

2. Anniversary Day. By mutual and prior agreement between the employee and his/her supervisor, each nine-month employee covered by this Agreement, working a regularly scheduled work week on an academic year basis, shall be granted one day (unit) off, without a reduction in pay, on the anniversary date of his/her initial continuous employment.

Although the employee is encouraged to take the day (unit) off on the anniversary date, the employee may be granted a day in lieu of the actual anniversary date within one year after the anniversary occurs. An anniversary leave not taken within a year of the anniversary shall be forfeited.

H. Sick Leave

1. Twelve-month employees shall be granted fourteen days (units) of sick leave benefit at the beginning of each fiscal year for personal sickness, with any unused days cumulative to 180 days (units).

2. Academic year employees shall be granted ten and 1/2 days (units) of sick leave benefit at the beginning of each fiscal year for personal sickness, with any unused days cumulative to 140 days (units).

3. For employees who start employment after the beginning of the fiscal year, the benefit shall be pro rata, *i.e.* calculated by dividing the annual allotment of sick days (units) by 12 and multiplying the result by the number of months remaining in the fiscal or academic year as appropriate. This result is to be rounded to the nearest .25 (quarter) day (unit). Employment on or before the 15th of any month will count as a full month for this section.

4. A written statement from an attending physician may be required by the College for any illness of the employee which extends more than two (2) days.

5. Up to fourteen days (units) of sick leave may be converted for use in caring for an ill family member/s during the fiscal year. Any unused days will carry over as sick leave only.

6. Annual notice of accumulated sick leave shall be furnished to each employee covered by this agreement.

I. Personal Leave

During each fiscal year, twelve-month employees can convert four days (units) of sick leave to personal leave. Academic year employees can convert three days (units) of sick leave to personal leave. Personal leave will be charged in the same manner as sick leave.

J. Bereavement Leave

In the event of death in the immediate family, the employee will be eligible for up to three working days (units) with pay, if the employee is scheduled for work. (Usually, the day of the funeral would be the last day of bereavement leave.) Immediate family includes parents, spouse, child, sibling, father-in-law, mother-in-law, grandparent, grandchild, grandfather-in-law, grandmother-in-law, brother-in-law, sister-in-law, step-parent(s), step-sister, step-brother, or any relative or person residing in the immediate household of the employee. With the approval from one's immediate supervisor an employee shall be granted time to attend the wake and/or funeral services of a fellow employee or retiree.

K. Health Insurance

The College will contribute toward health insurance premiums for employees scheduled to work at least 1,000 hours per fiscal year.

A HRA with PPO component plan, or equivalent, currently the Empire HRA with PPO component plan, is available to College employees. The College and the employees will contribute toward the monthly health insurance premiums as follows:

	Total	Employee	College
Individual	\$ 384.58	\$ 139.80	\$ 244.78
2 Person	\$ 768.85	\$ 304.00	\$ 464.85
Family	\$1,138.80	\$ 428.02	\$ 710.78

For any employee in the bargaining unit earning annual base wages under \$44,000, the College and the employee will contribute toward the monthly health insurance premiums as follows:

	Total	Employee	College
Individual	\$ 384.58	\$ 109.80	\$ 274.78
2 Person	\$ 768.85	\$ 269.00	\$ 499.85
Family	\$1,138.80	\$ 388.02	\$ 750.88

During the period June 1, 2009 and thereafter, the College will pay 70% and the employee will pay 30% of any increase in the health insurance premiums over the rate in effect on May 31, 2009.

Each employee who elects health insurance coverage shall pay the balance of the health insurance premium by payroll deduction.

In the event that the College proposes to change the health insurance plans or dental plan offered to the employees during the term of this Agreement to non-equivalent plans, the parties agree to reopen the negotiations for this issue.

Employees who have health insurance coverage other than through the College may elect not to participate in the College's health insurance program, provided the employee confirms health insurance coverage elsewhere and agrees to hold the College harmless for any medical expenses incurred. The College will pay the employee the sum of \$300 annually payable by August 31, prorated monthly, if the employee does not participate in the College's health insurance program. In order to receive such payment, the employee must be employed by the College on August 31."

L. Dental Insurance

The College will provide dental insurance as outlined in the Empire Blue Cross-Blue Shield proposal dated March 7, 1989, to eligible staff members. The College will contribute up to \$10.00 per month per staff member for individual coverage and up to \$24.00 per month for family coverage.

In selecting one of the available options during the first year of this provision, the College will choose the option which is the least costly to the employee who selects individual coverage. In subsequent years, the College may select any insurance carrier who provides the same level of coverage as obtained during the initial year of this benefit.

M. Long Term Disability

The College shall provide long term disability insurance for employees described in Article I.B.1 who meet the qualifications for health insurance at no cost to the employee. Insurance coverage will begin on the first day of the month following one year of service at the College.

N. Life Insurance

The College shall provide life insurance at a benefit level of two times the employee's current salary with a minimum benefit level of \$30,000.00 for employees described in Article I.B.1 who meet the qualifications for health insurance and are actively working at the College. Insurance coverage will begin on the first day of the month following one year of service at the College. Those employees on leaves of absence without pay shall not be covered by this insurance.

O. Cancer Insurance Plan

Effective as soon as appropriate arrangements can be made between the College and the appropriate insurance carrier, the College will make available to all employees a Catastrophic Illness Insurance Plan, or equivalent provided said plan is acceptable to the Faculty Association at the College. If the employee satisfies the eligibility requirements for the Catastrophic Illness Insurance Plan, the employee may elect to participate in the Catastrophic Insurance Plan, and the employee will pay the entire premium for such plan by payroll deduction.

P. Sick Bank

Employees may participate in the College's Non-Academic Sick Bank. Employees do not participate in the New York State Disability Benefits program.

Q. Retirement

Retirement benefits shall be as required by law.

R. Jury Duty Compensation

An employee selected for jury duty shall be excused from work without loss of pay at straight time, provided the employee complies with the provisions of this section. Upon receipt of the jury duty notice, the employee shall immediately notify the appropriate Vice President, or designee, of the scheduled jury duty dates.

Employees will report to work at the College on days when the employee is scheduled to work and the employee is excused from jury duty for that day or released before noon.

S. Leaves of Absence

The President of the College may recommend to the Board of Trustees that members of the classified staff of the College, other than persons having temporary or provisional appointments, be granted leaves of absence, without salary or wages or other benefits. The Board, after receiving the recommendation of the President of the College, may grant such persons leaves of absence, without salary or wages or other benefits, for a period to be specified by the Board. Applications for leaves of absence, without salary, shall be made to the President of the College. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

T. Tuition Waiver

The following employees are eligible immediately for 1 FTE tuition waiver per academic year. The tuition referenced is the maximum of the amount of the in-state tuition.

- Full-time twelve-month;
- Full-time academic year;
- Part-time twelve-month; and
- Part-time academic year.

After five years continuous service the employee is eligible for 2 FTE tuition waivers per academic year.

In the semester following one year of employment, the members of the employee's (referenced above) family (spouse and dependent children) are eligible for tuition waiver with the family member's waiver being reduced by financial aid (TAP, APTS, scholarships, etc.) applicable to tuition. The tuition waiver may be used by the employee, family members or shared by family members.

U. Transcripts

Transcripts will be provided to employees or family members (spouse and dependent children) free of charge.

ARTICLE VI: Miscellaneous

A. Job Posting

1. Consideration shall be given to employees covered by this Agreement for any classified Civil Service position vacancy for which title no Civil Service list at the time is currently in force and for which they shall otherwise qualify.

2. An employee is not eligible for another job title until successfully completing a minimum of six months in the current job title.

3. In all cases, Civil Service rules shall prevail.

4. Written request by the interested employee for consideration shall be given to the Human Resources Office within one calendar week after posting.

B. Filling Vacant Positions with College Employees

When an employee is transferred or hired for a vacant position, the College will make every effort to release the employee from his/her immediate position within twenty (20) working days.

C. Evaluation

Employees will be evaluated on an annual basis. Any employee whose last evaluation occurred within five months or less of the scheduled annual evaluation will not be evaluated.

An employee can request a meeting with his/her immediate supervisor for purposes of discussing and reviewing work performance and work related subjects once a semester for those on a nine-month work year and once every 6 months (starting September 1 of each year of this Agreement) for those on a twelve-month work year.

D. Personnel File

An employee covered by this Agreement shall have reasonable access to review his/her own file other than pre-employment data of a confidential nature, upon request to and under the supervision of the Human Resources Office and shall have a reasonable opportunity to comment in writing, for insertion in the file, on any item in the file. There shall be no removal of any of the contents (except by mutual agreement) or of the file itself.

E. Association Use of College Facilities for Conducting Association Business

1. The Association shall have the privilege of using appropriate and available College facilities at reasonable times for its meetings for the purpose of conducting Association business. A written request must be submitted to the Vice-President for Administrative Services, for his/her approval, by noon on the Friday preceding the week (Monday through Sunday) in which the proposed meeting is to be held.

2. The Association may post notices of its activities and matters of concern to members of the Association on the bulletin board in the staff lounges.

3. Mailboxes for unit employees will be set up in Washington Hall.

F. Duties That May Endanger Employees' Health

No bargaining unit employee shall be asked to search for bombs, remove asbestos or direct traffic on a public roadway unless the employee has received appropriate training or certification.

ARTICLE VII: Salary and Wages

A. Effective Date

Changes in salary rates and the implementation of the fringe benefits of holidays and sick leave, shall be effective at the start of the College fiscal year, September 1 of each year of this Agreement. A change in wage rates for hourly employees covered by this Agreement shall be effective September 1st.

B. Bi-Weekly Pay Schedule

Salary and wages will be paid on a bi-weekly basis in accordance with the pay day schedule established by the College.

C. Job Titles and Grades

SECRETARIAL, CLERICAL AND SUPPORT POSITIONS

Physical Education Equipment Custodian	1
Clerk	2
Recreation Attendant	2
Switchboard Operator/Receptionist/Typist	2
Typist	2
Date Entry Machine Operator	3
Messenger	3
Computer Resource Assistant	4
Learning Center Assistant	4
Library Assistant	4
Print Room Attendant	4
Senior Typist	4
Student Activities Clerk	4
Account Clerk/Typist	5
Secretary	5
Senior Stenographer	5
Community Relations Specialist	6
Office Specialist	6
Principal Typist	7
Academic Information Specialist	8
Computer Technology Assistant	8
Instructional Technology Assistant	8
Senior Account Clerk/Typist	8
Senior Computer Resource Assistant	8
Senior Library Assistant	8
Senior Computer Technology Assistant	9
Secretary to Dean	10
Principal Account Clerk	11
Computer Technician	12

MAINTENANCE POSITIONS

Cleaner	2
Custodian	3
Groundskeeper	3
Senior Custodian	4
Utility Worker	4
Head Custodian	5
Maintenance Worker	5
Night Foreman	5
Building Maintenance Worker	6
Working Foreman	6
Senior Building Maintenance Worker	8
Building Maintenance Mechanic	12
Supervisor of Maintenance	16

MEDIA POSITIONS

Audio Visual Aide	3
Audio Visual Service Technician	6
Senior Audio Visual Service Technician	7
Senior Instructional Technology Assistant	9
Media Services Repair Technician	12

SECURITY POSITIONS

Security Guard	4
Peace Officer	5

D. Full-Time Twelve Month Employees Pay Schedule

The employee's salary will be calculated as follows:

1. The employee's base salary will be increased in each year of the Agreement as follows:

2008-2009 – 3.00% + \$250

2009-2010 – 3.00% + \$150

2010-2011 – 3.00% + \$100

2. Employees shall receive a longevity increment at the commencement of the school year on September 1 after their respective anniversary date of employment as follows:

\$ 350 after 5 years

\$ 550 after 10 years

\$ 1,050 after 15 years

\$1,300 after 20 years

\$1,450 after 25 years

E. Hourly Employees Pay Schedule

The employee's hourly rate will be calculated as follows:

1. The employee's hourly base rate will be increased in each year of the agreement as follows:

2008-2009 – 3.00% + \$0.12

2009-2010 – 3.00% + \$0.07

2010-2011 – 3.00% + \$0.05

2. Employees shall receive a longevity increment at the commencement of the school year on September 1 after their respective anniversary date of employment as follows:

\$0.17 after 5 years

\$0.26 after 10 years

\$0.50 after 15 years

\$0.63 after 20 years

\$0.70 after 25 years

F. Minimum Annual Salary and Hourly Rate

These schedules establish minimum rates for pay grades. When employees are promoted from one grade to another the promotional increase is based on the difference between the two grades.

1. Minimum Annual Salary – 37.5 Hour Work Week

<u>Grade</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	\$23,827	\$24,692	\$25,532
2	\$24,479	\$25,363	\$26,224
3	\$24,963	\$25,862	\$26,738
4	\$26,129	\$27,063	\$27,974
5	\$27,152	\$28,116	\$29,060
6	\$28,316	\$29,316	\$30,295
7	\$29,881	\$30,927	\$31,955
8	\$30,507	\$31,572	\$32,620
9	\$32,155	\$33,270	\$34,368
10	\$33,407	\$34,559	\$35,696
11	\$33,919	\$35,086	\$36,239
12	\$34,402	\$35,584	\$36,751
13	\$35,484	\$36,699	\$37,900
14	\$36,306	\$37,545	\$38,772
15	\$37,330	\$38,600	\$39,858

2. Minimum Annual Salary – 40 Hour Work Week

<u>Grade</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	\$25,226	\$26,133	\$27,017
2	\$25,926	\$26,854	\$27,759
3	\$26,439	\$27,382	\$28,303
4	\$27,682	\$28,662	\$29,622
5	\$28,775	\$29,788	\$30,782
6	\$30,020	\$31,071	\$32,103
7	\$31,685	\$32,785	\$33,869
8	\$32,352	\$33,473	\$34,577
9	\$34,111	\$35,285	\$36,443
10	\$35,446	\$36,660	\$37,859
11	\$35,991	\$37,221	\$38,437
12	\$36,507	\$37,752	\$38,985
13	\$37,659	\$38,938	\$40,206
14	\$38,538	\$39,844	\$41,140
15	\$39,629	\$40,968	\$42,297
16	\$40,175	\$41,530	\$42,876

3. Minimum Hourly Rate

<u>Grade</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	\$12.21	\$12.65	\$13.08
2	\$12.55	\$13.00	\$13.44
3	\$12.82	\$13.27	\$13.72
4	\$13.40	\$13.87	\$14.33
5	\$13.91	\$14.40	\$14.88
6	\$14.52	\$15.02	\$15.53
7	\$15.31	\$15.84	\$16.37
8	\$15.64	\$16.18	\$16.72
9	\$16.50	\$17.06	\$17.62
10	\$17.14	\$17.72	\$18.30
11	\$17.39	\$17.98	\$18.57
12	\$17.63	\$18.23	\$18.83
13	\$18.21	\$18.82	\$19.44
14	\$18.62	\$19.25	\$19.87
15	\$19.15	\$19.80	\$20.44

G. Overtime Pay

1. Full-time employees whose normal work week is less than 40 hours per week will receive compensatory time for any hours worked between 37½ and 40 hours.

2. An employee who works over 40 hours per week will be paid at the rate of 1½ of the hourly rate.

3. Supervisory personnel (Supervisor of Maintenance and Working Foreman) report attendance on a daily basis rather than on an hourly basis. There is no overtime pay for these positions.

4. Overtime is usually assigned to maintenance personnel on a function or need basis, i.e. maintenance person is required to stay late to complete a repair project. However, when the overtime work is not directly related to a maintenance employee's

usual assignments, such as College activities, employees will be assigned overtime on a rotating basis. The employee will find a substitute if the employee cannot work the overtime.

H. Shift Differential

1. Any employee who is scheduled to work the evening shift usually between 3:00 p.m. and 11:30 p.m. will receive an additional \$.30 per hour premium for hours worked during this period. Any employee who is scheduled to work the night shift between 11:00 p.m. and 7:30 a.m. will receive an additional \$.50 per hour premium for hours worked during this period. If the employee is requested to begin work earlier than his/her usual starting time or work beyond the usual ending time, the employee will be entitled to receive premium pay for hours worked during the premium period.

2. The College has the right to assign an employee's schedule. Before an employee is assigned to a shift longer than one week, the College will issue a request for qualified volunteers. In the event there is no volunteer or sufficient volunteers, the College will assign the schedule on a least seniority basis. The College will provide fifteen days notice to employees who are scheduled for a period longer than one week. The fifteen day notice will be waived for extenuating circumstances. Shift pay will be based on the period when the employee is scheduled to work.

3. When an employee is on vacation leave, the vacation pay will include shift differential based on the employee's usual assignment. When an employee is on approved leave such as sick leave, personal day or holiday, the employee will receive the shift differential which is applicable for that work week.

4. Supervising personnel (Supervisor of Maintenance and Working Foreman) will not receive additional compensation when assigned to evening or night shifts.

I. Sunday and Holiday Work

Employees who are scheduled to work on Sundays or legal holidays shall receive double time compensation for hours worked. There will be no frivolous claims on double time because of quirks in the normal work schedule.

J. Call In

1. When an employee is called into work and the work does not extend or change the employee's work schedule, the employee will be paid for a minimum of three hours.

Payment for this type of call in is calculated in the following manner. If an employee is called in and the actual time worked is:

- less than two hours - the employee is paid for three hours at straight time.
- two hours - the employee is paid three hours at straight time which is the equivalent of paying the employee two hours at time and a half.
- more than two hours - the employee is paid the actual number of hours worked at time and a half.

2. When an employee is called into work, and the work extends the employee's work day, the employee will be paid time and a half for the actual additional hours worked.

In both cases above (1. and 2.), the additional hours paid are predicated on the employee working, or being on paid leave (sick, personal, holiday, vacation, bereavement) for forty hours in the pay week the call in occurs.

K. Special Events

When an employee is assigned to work a special event and the employee is notified less than four hours before the special event that the employee is not needed to perform the work previously assigned or the event is canceled less than four hours before the special event, the employee will be paid for three hours.

ARTICLE VIII: Retirement Incentive

The following Retirement Incentive shall be applicable only through August 31, 2009, at which time the provision for the Retirement Incentive shall sunset and have no further effect.

The College Administration will make recommendations to the Board of Trustees on early retirement incentive payments based on the following criteria:

- The effect on the quality of the department;
- Demonstration that the total cost of the early retirement programs in any given year will be fully offset by the total savings to be realized in the first two years of early retirement; and
- Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

Requests for early retirement shall be submitted to the Vice-President for Administrative Services on or before December 1 of the fiscal year preceding the intended

fiscal year of early retirement. The Administration will respond to the request by the Friday following the March Board meeting.

A. If an employee is granted a voluntary retirement incentive from Adirondack Community College, is at an age of at least fifty-five at the time of retirement, and has been employed at the college for fifteen years preceding retirement, the unit member may receive a lump sum payment of \$2,500 in September following retirement if the retirement is approved by the Board of Trustees and meets the criteria.

The total lump sum payments made to retirees within the provision of this section will be limited to a total of \$7,500 per year. Under extenuating circumstances, the administration, with the approval of the Board of Trustees, may approve incentives exceeding this amount. In addition to the lump sum payment, the college shall establish an annuity which will provide yearly income equal to \$1,000 per year, plus an additional \$50 per year for each year of service over ten years. This annuity shall begin the second year of retirement and will provide such income for up to six years.

In place of the annuity, a unit member may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year.

Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

The College shall continue payment of health insurance for the retiree for a maximum of seven (7) years or until the retiree reaches the age of sixty-five (65) or qualifies for Medicare or another equivalent replacement of Medicare. The retired employee may elect to maintain personal health insurance after sixty-five (65) at the retiree's expense. The retired unit member may also maintain personal health insurance for dependents at the retiree's expense after retirement.

B. In all cases referenced above the College will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where health insurance is provided as a benefit.

ARTICLE IX: Retirement Benefits

If an employee retires from Adirondack Community College and is at least 55 years of age at the time of retirement and has been employed by the College for at least 15 years preceding retirement, the employee shall receive the following benefits in retirement:

1. Individual tuition waiver.
2. Library borrowing privileges.

3. Free admission to campus events.
4. Mailings of college publications.
5. Free individual employee transcripts.
6. College photo identification."

The agreement constitutes the document mutually arrived at by and between the Board of Trustees and the Association and before it can become effective, is subject to approval and ratification by the appropriate parties described herein.

The College Chief Negotiator

By: 

The Association Chief Negotiator

By: 

The Board of Trustees of Adirondack
Community College

By: 

The Association

By: 

County of Warren

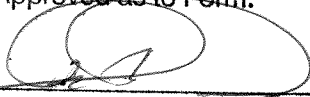
By: 

County of Washington

By: 

#218873/V3

Approved as to Form:


Warren County Attorney

APPROVED AS TO FORM

WASHINGTON COUNTY
ATTORNEY



Appendix A - GRIEVANCE FORM

Grievant's Name: _____

Job Title: _____

Contract Provision(s) Alleged To Be Violated: _____

Time and Place Alleged Violation Occurred: _____

Name(s) of Person(s) Responsible for the Alleged Violation:

Statement of Grievance Issue:

Remedy Desired:

Date: _____

By: _____
Grievant