

LABOR AGREEMENT

between

**BROOME COMMUNITY COLLEGE
AND THE COUNTY OF BROOME**

and

**BROOME COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

9/1/06-8/31/10

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AGREEMENT entered into by and between

BROOME COMMUNITY COLLEGE and COUNTY OF BROOME (hereinafter collectively referred to as Employer, County, or College),

and

BROOME COMMUNITY COLLEGE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter referred to as BCC ESPA and/or Association).

RECOGNITION

The Employer recognizes BCC ESPA as the sole and exclusive representative of all full-time 10 and 12 month Broome Community College employees in titles set forth in Schedule C.

ARTICLE 1 - Purpose

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Employer and BCC ESPA.

ARTICLE 2 - Applicable Law

1. If any provision of this agreement is or shall at any time hereafter be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed, or enforced, except to the extent permitted by law; all remaining provisions of this agreement shall continue in effect, and the parties shall reconvene and attempt to negotiate a satisfactory replacement.
2. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
3. The provisions of this agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or handicapping condition. The parties shall share equally in the responsibility of implementing this provision of this agreement.

ARTICLE 3 - Reciprocal Rights

1. The Employer recognizes the rights of employees to be represented by BCC ESPA for the purpose of negotiating collectively with the Employer in the determination of terms and conditions of employment and the administration of grievances arising thereunder.
2. BCC ESPA recognizes the right of the Employer to retain and reserve unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary, as they apply to the employees covered by this agreement and represented by BCC ESPA, will be limited only by the specific and expressed terms of this agreement. The right to select, retain, transfer, or discharge employees is exclusively that of the Employer, providing it is not used for the purpose of discrimination because of membership in the BCC ESPA and is in accordance with the other provisions of this agreement.

3. The BCC ESPA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the hereinafter defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulations, or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents. The BCC ESPA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.
4. On or about October 1 of each year the Employer shall furnish to the President of BCC ESPA a list of the employees covered by this agreement, showing title, salary, and date of employment of each employee, and stating whether the employee is a member of BCC ESPA.
5.
 - a. Any employee covered by the provisions of this agreement shall be free to join and to take an active role in the activities of BCC ESPA or to refrain from joining the BCC ESPA without fear of coercion, reprisal, or penalty from the BCC ESPA or the Employer.
 - b. An employee may bring matters of personal concern to the attention of the appropriate Employer representatives and officials in accordance with applicable laws and rules, and may choose his own representative or may appear alone. In any matter involving a grievance or an interpretation of this agreement resulting in a decision contrary to present practice, the BCC ESPA shall be notified of such decision.
 - c. Adhering to the principle that duties and obligations come with rights and privileges, the BCC ESPA agrees to do its utmost to see that its members perform their respective duties loyally, efficiently, and continuously under the terms of this agreement. The BCC ESPA and its members will endeavor to protect the interests of the Employer and the community, to conserve its property, and to give service of the highest quality at all times.

ARTICLE 4 - No Strike Pledge

BCC ESPA affirms that it does not assert any right to engage in a strike against the Employer or to cause, instigate, encourage, or condone a strike or to impose any obligation upon its members to cause, instigate, encourage, or condone a strike.

ARTICLE 5 - Dues Deductions

1. Any full-time employee who is an Association member must maintain membership in the BCC ESPA or have an agency shop fee deducted from his/her wages or salary in an amount set by the Association.
2. Pursuant to plans certified by the Association and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, the Employer shall, on a twice monthly pay period basis, deduct from the wages of the employee in the bargaining unit the regular Association membership dues and remit the same to such location as the Association may designate. Dues deductions shall occur on a twice monthly basis ten months of the year during the months of October through July. Dues deductions may only be canceled by instrument in writing. The Employer shall promptly notify the Association of the receipt of any such revocation notice.

3. The College agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association along with the dues from its members, on a regular twice monthly basis.
4. It is understood and agreed the provisions of this article shall be subject to the requirements of applicable law. The Association agrees to indemnify and save the College/Employer harmless from any and all claims, suits, judgments, attachments, and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this article.

ARTICLE 6 - Grievance Procedure

Declaration of Principle. The Employer and the Association acknowledge the necessity for a grievance procedure to handle the administration of grievances as defined hereunder.

Subject Matter. The term "grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of employment specifically covered by one or more of the provisions of this agreement; provided, however, that such terms shall not include the creation of new positions, discontinuance of existing positions, retirement benefits, disciplinary action, or assignment of personnel. Only the previous rights, privileges, and benefits listed in Articles 17 (a) Educational Improvement Opportunities, 12 Association Rights (1.b) BCC ESPA President Leave and (4) Inter-Office Mail; 19 Work Hours/Year/Overtime (1.f) Coffee Breaks; and (1.g) Parking are subject to this procedure as past practice and previous working conditions.

Definitions

- "Aggrieved" - shall mean any person or persons within the negotiating unit employed by the Employer and shall include the BCC ESPA,
- "Immediate Supervisor" - shall mean the next higher level of authority above the aggrieved in the department wherein the grievance exists.
- "Department" - shall mean an office or subdivision of the Employer presently or hereafter designated. Each bargaining unit employee shall be assigned to a department.
- "Department Head" - shall mean that person designated by the Employer as head of a department.
- "Human Resources Officer" - shall mean that person filling such Employer office.
- "Time Limits" - shall mean the number of days for the processing of a grievance.
- "Days" - shall mean work days.
- "Decisions" - shall mean the ruling, determination, report, or disposition made at any step of the procedure.

General Provisions

1. Time limits for presentation and resolution of grievances may be extended only by mutual agreement of the parties.

2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the representative of the aggrieved or BCC ESPA within the specified time limits shall permit the lodging of an appeal to the next stage of the procedure within five (5) days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.
3. The various stages of this procedure shall, so far as practicable, be conducted during regular hours.

Representation

1. Representation at any step in the procedure shall be limited to the aggrieved in his/her own behalf or BCC ESPA. The BCC ESPA shall be entitled to be present at all stages of the grievance and arbitration procedures.
2. The BCC ESPA shall provide the name to whom a record of all decisions is to be forwarded.
3. The Employer shall give reasonable notice as to dates for hearing or meetings.

Informal Stage: Any employee who claims to have a grievance is encouraged to present the same orally to the immediate supervisor as soon after the occurrence of the event giving rise to the grievance as is practical so that, if possible, the same be expeditiously resolved on an informal basis.

Stage 1:

1. A grievance must be presented to the immediate supervisor in writing within fifteen (15) days after the grievance occurs or becomes known. The written grievance must be accompanied by a proposed remedy.
2. The immediate supervisor shall discuss the grievance on an informal basis and take whatever investigative action he/she deems appropriate.
3. Within five (5) days after the presentation of the grievance the immediate supervisor shall deliver a written decision to the aggrieved and the BCC ESPA.

Stage 2:

1. If the aggrieved is not satisfied with the decision made by his/her immediate supervisor, he/she may, within five (5) days thereafter, request a review and determination of the grievance by the Human Resources Officer. Such request must be in writing and contain a statement as to the specific nature of the grievance and the decision of the supervisor. Such request shall be served upon both the Human Resources Officer and the immediate supervisor to whom the grievance was originally presented.
2. Within five (5) days after receipt of request for review, the Human Resources Officer or his/her designee shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.
3. If the grievance is not resolved as a result of the pre-hearing conference, the Human Resources Officer or his/her designee shall commence a hearing on the matter within ten (10) days of the date of the pre-hearing conference. A written decision on the grievance matter shall be rendered within ten (10) days after the conclusion of the hearing by the Human Resources Officer or his/her designee.

Arbitration:

1. If the BCC ESPA is not satisfied with the decision at the conclusion of Stage 2, the BCC ESPA may submit the matter to arbitration by written submission to the American Arbitration Association with copy to the Human Resources Officer within ten (10) days of the receipt of the decision at Stage 2. The Rules of the American Arbitration Association shall thereafter apply in the selection of an arbitrator and all matters relating to the conduct of a hearing.
2. The fees and expenses of the arbitrator shall be borne equally by the College and the BCC ESPA.
3. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of the agreement.
4. The award of the arbitrator shall be final and binding.

ARTICLE 7 - Removal and Other Disciplinary Action

1. The provisions of Section 75 of the Civil Service Law, or the alternate procedure in Paragraph 3 of this article, shall apply to all employees in Subdivision 1 of Section 75. These procedures shall be available for employees in the non-competitive and labor classifications after the completion of a two (2) year period of employment.
2. Employee Rights. Unless an employee timely elects, in writing, an alternate procedure as provided in this article, such employee and the Employer shall be subject to and governed by Section 75 and Section 76 of the Civil Service Law, and the employee shall be deemed to have waived all alternate procedures. An employee shall have the following rights:
 - a. An employee shall be entitled to BCC ESPA representation at each step of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law and the Alternate Procedure in Paragraph 3 of this article.
 - b. No employee shall be required by the Employer to submit to an interrogation after charges under Section 75 or the alternate procedure in paragraph 3 have been served unless he is afforded the opportunity of having a BCC ESPA representative present.
 - c. No recording devices of any kind shall be used during such interrogation unless the employee is made aware of the fact prior to such interrogation.
 - d. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this article.
3. In lieu of the procedures and rights contained in Section 75 and Section 76 of the Civil Service Law, an employee may elect to proceed under the following provisions:
 - a. Upon charges, the hearing shall be held by a person designated from a panel of hearing officers established by the Employer's Human Resources Officer upon mutual agreement with BCC ESPA. Upon the request of either party, the name of a panel member may be removed from said list.

- b. The decision of the hearing officer shall be served upon the employee and the Employer and shall be binding as to the question of guilt or innocence and the Employer shall issue a determination in accordance with such decision. The hearing officer shall recommend a penalty or punishment to be imposed in the event of a finding of guilt. The Employer shall have the responsibility to determine or impose the penalty or punishment; provided, however, that should such penalty or punishment be more severe than the recommendation of the hearing officer, the employee may seek review of such determination pursuant to Article 78 of the CPLR but solely upon the grounds that the penalty or punishment is excessive.
- c. All conduct alleged by the Employer to constitute incompetency or misconduct shall be contained in the charges and specifications. Any other matter which will be alleged by the Employer to be relevant to the questions of the penalty or punishment to be recommended must be introduced at the hearing in order to be considered. Upon written demand therefor, made within ten (10) work days after the charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the Employer which will be relied upon at the hearing. Such reports and records shall be furnished within ten (10) work days before a hearing is scheduled.
- d. An employee who elects to proceed pursuant to the procedure provided for herein shall do so in writing at least seven (7) working days after service of charges upon such employee. Such election shall be deemed a waiver of his right to appeal to the Civil Service Commission or the courts pursuant to CPLR Article 78, except that either the employee or the Employer may seek review of the determination pursuant to CPLR Article 75 to the extent permitted by 3(b).
- e. The method of selection and the selection of the panel referred to above and the method of designation of the hearing officer for a particular case shall be agreed upon by the Employer and BCC ESPA; provided, however, that it is presently contemplated that the essential method of selection of the hearing officer for a particular case shall be by agreement and, failing such agreement, then by lot from the panel established under subdivision 3(a).
- f. Pending the hearing and determination of charges of competency or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days. If the employee is acquitted of said charges, he shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other employment or occupation.
- g. The hearing officer before whom said charges shall be heard shall be entitled to a fee which shall be borne equally between the BCC ESPA and the Employer. The charge for any stenographic record shall be equally borne between the BCC ESPA and the Employer.

ARTICLE 8 - Personnel Files

The College may maintain two personnel files, an open file and a closed file, for each member of the bargaining unit. The open file shall contain all materials accumulated after the person's initial appointment to the College. Entries shall be made on a timely basis and shall be available for review by the individual or his representative upon reasonable notice. The individual shall have the right of review and the right to attach comments which he or she may deem relevant for any of the materials contained therein. The individual may copy anything in the open file under supervision of the appropriate official.

The employee will be notified in writing of any reprimand or statement of intolerable condition that is to be placed in his personnel file.

ARTICLE 9 - Layoff and Recall

Layoffs shall be as follows:

1. Competitive Employees: Layoffs shall be handled in accordance with Civil Service Law and Regulations.

2. Other Employees:
 - a. In the event the Employer plans to lay off employees for any reasons, the Employer will notify the Association in writing of its plans at least one month prior to the effective date that such action is proposed to commence. Upon notification to the Association of such impending plans, a meeting shall be arranged between the parties within five work days of such notification to review the anticipated layoff and the effect it will have on employees within the bargaining unit.
 - b. If, after implementation of the above, the Employer establishes that a layoff is still necessary, then such layoff shall be accomplished by laying off, first, all newly hired probationary employees within classifications and department. If further layoffs are necessary, then permanent employees shall be laid off in classifications in the inverse order of their seniority.
 - c. Any employee to be laid off shall receive no less than 14 calendar days written notice, with a copy to the Association President.
 - d. Employees in the non-competitive class shall have the right to bump downward within the department, subject to the following:
 - i. They shall not be able to bump into competitive class positions regardless of seniority; and
 - ii. They shall be able to bump only into other non-competitive or labor class positions which they have previously held in College employ, on the basis of seniority by date of hire by the College.
 - e. Employees in the labor class shall have the right to bump downward within the department, subject to the following:
 - i. They shall not be able to bump into competitive class positions regardless of seniority; and
 - ii. They shall be able to bump only into other class positions which they have previously held in College employ, on the basis of seniority by date of hire by the College.
 - f. All bumping shall be subject to those employees covered by this agreement. In no event will employees from this unit be allowed to bump employees not covered by this agreement.
 - g. In the event any permanent employee occupying a full-time budget line item is terminated by reason of layoff or reduction of work force and is not successful in securing continued employment with the College under the bumping procedure, that employee shall receive severance pay equal to two (2) weeks' salary to be paid at the next regular pay period. This section shall in no way apply to any employee terminated for any other reason than reduction in the work force.
 - h. Laid off employees shall be placed on a recall list in order of their seniority by classification. If the College refills the positions which were previously abolished within a period of two years, then the employees shall be offered their previously held positions if the following conditions are met:

- i. The person is qualified to perform the work, as determined by the Employer.
- ii. The person is physically able to perform the work required, as determined by the Employer.
- iii. The person must accept the Employer's offer of reemployment (sent to the employee's last known address) within three (3) weeks, and actually start work within the same three (3) weeks, or the person shall be considered resigned.

ARTICLE 10 - Compensation

Wages, salaries, and other items of economic consideration shall be as set forth on Schedule A annexed, and by this reference is incorporated herein.

ARTICLE 11 - Hiring New Employees

The President of BCC ESPA shall be notified in writing of the name, address, title, and initial compensation of each new bargaining unit employee hired.

ARTICLE 12 - Association Rights

1.
 - a. A total of six (6) days leave without loss of pay (including travel time) will be granted to the BCC ESPA for use of its members to attend regional and statewide meetings of the NYSUT. Written request for such leave, certified to by the President of BCC ESPA must be presented to the appropriate department head at least five (5) working days prior to the requested leave time.
 - b. The President of the BCC ESPA or his/her designee will be allowed ten (10) days of leave with pay to attend conferences and meetings of BCC ESPA. Five (5) working days advance written notice to the appropriate department head must be provided for leave to attend the aforementioned conferences and meetings.
 - c. Two (2) hours per month will be granted to no more than (eight) (8) members elected to the local's executive board to attend local executive board meetings. Such time will not accumulate from month to month.
2.
 - a. The Employer grants BCC ESPA the right to use College meeting rooms, subject to availability.
 - b. The Employer shall supply bulletin boards for the exclusive use of BCC ESPA in prominent locations at the following College buildings: Administration Building; Maintenance Building; Titchener Hall; Library; Business Building; and all others stated by BCC ESPA.
 - c. BCC ESPA shall have the right to post notices and other communications in other areas besides those described above, subject to the approval of the content of such notices and communications by the Employer.
3. The BCC ESPA shall have the privilege of using on-campus College equipment with proper authorization, including typewriters, duplicating equipment, and calculating machines at reasonable times when such equipment is available. The BCC ESPA will reimburse the Employer for all expendable College supplies which it uses, such reimbursing to be determined and agreed upon with the Vice President for Administration or his/her designee before such supplies are used. If the BCC ESPA elects to purchase

supplies outside the College, the BCC ESPA's stock of such supplies shall be kept separate from the College supplies and shall be clearly and continually marked as being BCC ESPA property.

4. The BCC ESPA shall have the privilege of using the existing inter-office mail service on campus.

ARTICLE 13 - Pensions

Employees covered under this agreement are entitled to coverage under the Employees Retirement System of the State of New York, subject to the current plan in effect and approved by the Broome County Legislature and the Broome Community College Board of Trustees.

Coverage provided to employees under this section shall meet all the requirements of the current law governing such matters.

All employees covered under this agreement shall be eligible to receive benefits of Section 41(j) (conversion of unused sick leave benefits) as provided by the law. The entire premium for this benefit shall be paid by the Employer.

ARTICLE 14 - Health Insurance

1. The Employer agrees to make available to eligible employees the Broome County Health Plan and to provide health insurance comparable to that provided as of September 1, 2006.

Effective September 1, 2006 through August 31, 2007 the Employer shall pay 90% of the full premium for employees covered under this agreement and 90% of the full premium for their dependents. The balance of the premium will be borne by the employee.

Effective September 1, 2007 through August 31, 2008 the Employer shall pay 90% of the full premium for employees covered under this agreement and 90% of the full premium for the dependents. The balance of the premium will be borne by the employee.

Effective September 1, 2008 through August 31, 2009 the Employer shall pay 87.5% of the full premium for employees covered under this agreement and 85% of the full premium for their dependents. The balance of the premium will be borne by the employee.

Effective September 1, 2009 through August 31, 2010 the Employer shall pay 87.5% of the full premium for employees covered under this agreement and 85% of the full premium for their dependents. The balance of the premium will be borne by the employee.

For all employees hired on or after June 1, 2007 the Employer shall pay 85% of the full premium for employees covered under this agreement and 85% of the full premium for their dependents. The balance of the premium will be borne by the employee.

- a. Unless changed as provided by paragraph 4 hereof, deductibles shall be \$100 per person and \$250 per family.

- b. The Plan shall contain a Managed Care program.
- c. Prescription card co-pay levels shall be as follows:

Effective 9-1-2006 to 7-31-2007

Non-generic	\$10.00 per prescription
Generic drug	\$ 5.00 per prescription
Generic drug not available	\$ 5.00 per prescription
Mail order maintenance	\$ 0.00 per prescription

Effective 8-1-2007

Non-generic	<u>\$15.00</u> per prescription
Generic drug	<u>\$ 7.50</u> per prescription
Generic drug not available	<u>\$ 7.50</u> per prescription
Mail order maintenance	<u>\$ 2.50</u> per prescription

- 2. An employee may opt to participate in the HMO plan. In the event an employee makes such an option the Employer will pay the premium for such HMO coverage subject to the following terms and conditions:

For either individual or dependent coverage the Employer shall pay up to the dollar amount that the Employer currently pays for either individual or dependent health benefits in the self-insured plan in 1, above. The employee will be required to pay all additional costs, if any, of the HMO premium.

- 3. The Employer reserves the right to change from a self-funded plan for the providing of health insurance to an insured plan at any time during the term of this agreement. The benefits thereafter provided shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.
- 4. The Association agrees to join other bargaining units and the County in a review contemplating revision of the health benefits plan. The current provisions regarding health benefits will remain in effect through the review and, if applicable, the revision process.
- 5. Retiree health insurance eligibility shall be effective after ten (10) years of service. The employee must be retirement eligible. The rate and benefit levels shall be the same as those in effect for active employees, and will change if the plan for active employees changes.

ARTICLE 15 - Life Insurance

Full-time unit members shall be provided coverage in the amount of \$5,000 under the Broome County Group Life Insurance Plan without cost to the employee. Optional dependent coverage will be available under the Broome County Group Life Insurance Plan for the employee's spouse and dependent children (6 months - 23 years or 25 years, if a full-time student) at the employee's expense.

ARTICLE 16 - Scope of Agreement

- 1. This agreement constitutes the entire understanding between the Employer and BCC ESPA.

It is agreed by the parties that during the period covered by this agreement neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this agreement or with

respect to any subject or matter not specifically covered in this agreement, except by mutual agreement. If any such discussions lead to an agreement to add to, delete, or modify any of the terms of this agreement, such agreement shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

2. Only the previous rights, privileges, and benefits listed in this agreement shall remain in full force and effect throughout the term of this agreement.

ARTICLE 17 - Educational Improvement Opportunities

1. Each full-time employee shall be permitted one full-time tuition waiver per semester to be used by the employee and/or his/her dependent, subject to the conditions listed in item 3 below.
2. *Availability of Limited Additional Tuition Waiver* - The College will provide an additional pool of dollars annually to be used for tuition waivers for those full-time employees and/or their dependents who have exhausted one full-time tuition waiver permitted per semester. Use of limited additional tuition waivers in the pool will be administered by the Association subject to the conditions listed in item 3 below.

Effective September 1, 2006 the College will provide a pool of \$20,200. Effective September 1, 2007 the College will provide a pool of \$20,400. Effective September 1, 2008 the College will provide a pool of \$20,600. Effective September 1, 2009 the College will provide a pool of \$20,800. These provisions are not intended to be nor are they a sunset provision with respect to the availability of a limited additional tuition waiver as specified above as of September 1 subject to the terms and conditions set forth in this article.

Tuition waivers from the additional pool will be distributed by the Association up to the dollar limit in each fiscal year specified above. Each semester the President of the Association will submit to Student Accounts by the tuition bill due date a list of those employees receiving tuition waivers from the additional pool. Application for a tuition waiver from the additional pool must be made by the employee certifying he/she has first exhausted the one full-time tuition waiver permitted per semester referenced in item 1 above. Tuition waivers from the additional pool that are not used within a fiscal year will not be carried forward into the next year.

3. Tuition waivers shall be subject to the following conditions:
 - a. Space is available. Space is defined as the course quota (number of seats available in all sections of the particular course) as set up by the College.
 - b. Employees shall be permitted to take credit courses offered by the College on their own time.
 - c. A passing grade is required.
 - d. Dependent shall be legal spouse and/or unmarried child under age 25 only.
 - e. The waiver covers tuition only and does not apply to fees.
 - f. Other than a limited tuition waiver allocated per item 2 above, in no event shall combined tuition waiver usage for an employee and/or his/her dependent exceed the total of the current annual full-time tuition charge.

- g. If one or more persons covered by this clause are registered and enrollment is at the course quota level, then all such persons shall be responsible to pay the tuition cost.

If payment becomes necessary for any reason other than a failing grade, it must be made by the end of the second week of classes.

Tuition payment will be based on the credit hourly rate, up to 11 credit hours. Payment for 12 or more credits shall be calculated based on the full-time tuition rate.

If payment becomes necessary due to a person receiving a failing grade, payment shall be made within two (2) weeks after the issuance of notice from the Student Accounts Office.

- h. Enrollment shall be compared to the course quota on the last day of the first full week of classes.
- i. Persons covered herein are responsible for completing and submitting a waiver form to the Student Accounts office at the time that tuition is due.
- j. All waiver forms shall be approved by the College President or his/her designee.
- k. Any person herein who fails to make timely, proper, or full payments may be barred from taking advantage of this benefit in the future. Appeals may be submitted to the College President or his/her designee if the person has satisfied all outstanding accounts.
- l. Any person covered herein who withdraws after the 10th week of the semester shall be required to pay for the full cost of the course. Repayment may be waived in extraordinary circumstances at the discretion of the College President or his/her designee. The President's or his/her designee's determination shall not be subject to the contract grievance procedure.
- m. Any employee who resigns or is terminated while he/she or his/her dependent is taking a course under the tuition waiver program provided herein shall either reimburse to the College the full tuition cost or withdraw from the course without penalty, at the discretion of the employee.
- n. Persons who apply for a tuition waiver shall also need to apply for the New York State Tuition Assistance Program (TAP) in order to be considered for a tuition waiver. If a TAP award is obtained, it shall be used as an offset against any tuition waiver.

4. All of the above conditions shall apply to Community Education courses except as follows:

- a. The President of the College or his/her designee shall have the sole prerogative to determine whether a Community Education course is job related if the course is to be taken during the workday. Such decision shall not be subject to the contract grievance procedure.
- b. This waiver is for tuition only. Any other course cost, even if included in the tuition fee (such as travel, tickets, food, materials, vendor fees, etc.), will be borne by the employee.
- c. Community education and non-credit courses may be taken only when they are fully subscribed and meet the prescribed cost quotas. This section is not subject to the grievance and arbitration procedures of this agreement.
- d. Adequate staffing levels must be maintained when employees are released from work duties to take Community Education courses. The determination of adequate staffing levels shall be at the sole discretion of the appropriate vice president or his/her designee.

ARTICLE 18 - Civil Service Procedures

Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement, and other Civil Service procedures shall be pursuant to the Civil Service Law of the State of New York.

ARTICLE 19 - Work Hours/Year/Overtime

1. a. The basic work week for all employees, other than employees compensated on an hourly or per diem basis, and unless otherwise provided herein, shall be seven and one-half (7-1/2) consecutive hours per day, exclusive of lunch, between the hours of 7:30 a.m. and 5:00 p.m. Shifts beyond the foregoing span shall be the following:

<u>Campus Peace Officer & Campus Safety Officer</u>	<u>6:30 a.m. to 3:00 p.m.</u>
	<u>8:30 a.m. to 5:00 p.m.</u>
	<u>2:30 p.m. to 11:00 p.m.</u>
	<u>10:30 p.m. to 7:00 a.m.</u>
Custodial Worker	4:00 p.m. to 12:30 a.m.
Custodial Worker	10:00 p.m. to 6:30 a.m.
Custodial Worker	6:00 a.m. to 2:30 p.m.
Computer Operator	3:00 p.m. to 11:00 p.m.
Computer Operator	11:00 p.m. to 7:00 a.m.
Jr. Offset Duplicating Machine Operator	11:00 a.m. to 7:30 p.m.
Library Clerk	Noon to 8:00 p.m.

Work hours for any employee presently covered by this agreement as of the signing date of the contract will not be arbitrarily changed to meet temporary fluctuations in workload.

College Administration may implement evening hours one night per week in the following offices during the Fall and Spring semesters: Admissions, Financial Aid, Registrar's Office, Student Accounts and Academic Advisement Center. Should the scheduling of evening hours become necessary in other areas the administration shall bargain the impact of such scheduling.

Staffing will be provided following the procedures outlined below:

- A list of all department personnel by seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month in a conspicuous place in the department.
- Said work hours shall be offered to the individual(s) starting at the top of the list and progressing downward for each new assignment.
- Acceptance or rejection of the assignment moves the individual(s) to the bottom of the list.
- Should there be no volunteers, the established procedure will be:
 - i. A list of all department employees by inverse order of seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month in a conspicuous place in the department.

- ii. Each employee will work the evening hours for the department in the order stated above. Upon working said hours the individual(s) will be moved to the bottom of the list.
 - iii. All employees are expected to perform their share of evening hours. Should special conditions prevail where an employee cannot work the specified assignment, a mutual agreement must be struck between BCC ESPA, the supervisor, and the employee.
- When the aforementioned work hours are determined, the department head shall file a complete schedule of employees' working hours with the Human Resources Office and the Security Office.
 - In all departments with employee's working past 5:00 p.m. it is the department head's responsibility to file with the Human Resources Office and the Association the supervisory system to be used.
- b. The basic work year for all employees shall be either a 10 or 12 month basis. Employees appointed to 10 month positions shall be affected by the following provisions:
 - i. The work year for any employee presently covered by this agreement as of the signing date of this contract shall be on a 12 month basis, unless the employee volunteers otherwise.
 - ii. The work year for all 10 month employees will be from August 1 to May 31.
 - iii. Vacation and sick time will accrue based upon the number of months worked in accordance with rates specified elsewhere in this contract.
 - iv. The employee will be granted those holidays, according to Article 20, which fall within the year worked.
 - v. Salary will be determined as discussed in Schedule A.
 - c. Maintenance Department employees, Couriers, Laboratory Assistants, Campus Safety and Campus Peace Officers shall work forty (40) hours per week.
 - d. Establishment of working hours shall be within the discretion of the department heads, who shall file a complete schedule of employees' working hours with the Human Resources Officer.
 - e. The Employer is specifically authorized to develop and implement a voluntary "flex-time" program.
 - f. Breaks, which shall in no event exceed ten (10) minutes each, will be allowed in the morning and the afternoon. The breaks shall in no way be used to shorten the work day, extend the lunch hour, or interfere with the operation of an office or department.
 - g. Employees covered by this agreement shall have the privilege of free parking as long as the facilities are available.
- 2. Each department shall maintain a daily record of the attendance and punctuality of each employee. Department heads are required to furnish the Human Resources Office a record of all time when an employee is absent from his position for any reason whatsoever.
 - 3. Each department may establish reasonable rules, schedules, and penalties governing tardiness. Any penalties provided in such rules shall not preclude disciplinary action in cases of excessive tardiness.

4. In the event of public transportation difficulties, strikes, severe storms, or floods, or similar uncontrollable conditions directly affecting an employee, tardiness may be excused by the President. The President may, at his discretion, dismiss employees prior to the closing hours.
5. a. Employees shall be paid their straight time rate of pay for all work performed up to forty (40) hours per week. Employees shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of forty (40) hours per week. The rate from which authorized overtime shall be computed shall be determined by dividing the base salary plus longevity of a given employee by the number of work hours in a calendar year as determined by the basic work week. When computing overtime, sick leave, vacations, holidays, and all other approved paid leave time shall be counted as time worked.

Work performed Saturday, which is beyond the normal work week, shall be compensated for at one and one-half times the normal hourly rate. Payment for overtime shall be in accordance with the Fair Labor Standards Act.

For Campus Peace and Campus Safety Officers - the normal work week shall be Sunday through Saturday. During the Spring and Fall semester the typical work week shall be Monday through Friday. However, work week schedules for these employees may be modified at the discretion of the Director of Campus Safety & Security to fill open shifts on weekends and provide coverage for weekends between the Fall and Spring Semesters. When modification of the typical work week is required for Campus Peace and Safety Officers the Director shall attempt to fill shifts on a voluntary basis. When the shifts cannot be filled on a voluntary basis, assignments shall be made based on inverse seniority.

Shift Switching Policy – Campus Peace and Campus Safety Officers may switch shifts or pass days if both officers involved agree. The Director’s approval must be obtained prior to the switch. No switch will be approved that will cause overtime to be incurred by either officer.

b. Employees may be granted compensatory time at straight time in lieu of work performed in excess of their basic work week and less than forty (40) hours a week. Employees working over forty (40) hours a week shall receive compensatory time of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours a week. All compensatory time shall be utilized within ninety (90) days of its accrual, except as may be otherwise authorized. Compensatory time accruals shall be in accordance with the Fair Labor Standards Act.

c. The following policy is to be followed in the Maintenance Department for awarding overtime assignments:

- i. In principle, all overtime assignments offered to Maintenance personnel will be made as follows:
 - a. A list of all Maintenance Department personnel by seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month at a conspicuous place in the Maintenance Building.
 - b. Overtime shall be offered to the individual(s) starting at the top of the list and progressing downward in order for each new assignment.
 - c. Acceptance or rejection of the assignment moves the individual(s) to the bottom of the list. This will facilitate sequential offers of overtime.
 - d. Any employee who accepts or is scheduled for overtime work and who does not show for that work shall be removed from the list for a period not to exceed one (1) month.

- e. When an individual has been scheduled for overtime and does not call one-half (1/2) hour before scheduled or does not show up, the supervisor shall be allowed to replace that individual with whomever he/she may find available.
 - ii. The initial list will be made up according to seniority at Broome Community College. The most recent appointee is at the bottom, the first appointee is at the top. Should two individuals be appointed on the same day, alphabetical order of last name shall prevail. All new appointees automatically shall be listed at the bottom of the list.
 - iii. The list shall be updated by the Maintenance Supervisor after each overtime assignment at the locations where said lists have mutually been agreed will be placed.
 - iv. Should a particular overtime assignment require the expertise of a skilled nature (e.g., plumber, electrician, carpenter, motor equipment operator, snow plow operator), it is not required to contact the person on the seniority list. In no way should any other special assignments be used to circumvent the concept of the overtime agreement.
 - v. All employees are expected to perform their share of overtime work. Should special conditions prevail where an employee does not desire to be called on overtime assignments, a mutual agreement must be struck between the BCC ESPA, the supervisor, and the employee. Employees approved for non-overtime assignments must signify so in writing. Such statement will automatically remove the employee's name from the overtime list for thirty (30) days at which time he/she will automatically be reinstated on the list.
6. When an employee is absent without authorized leave for a period of five (5) working days, such absence shall be deemed to constitute a resignation, effective on the date of the commencement of such absence. The failure of the employee to return to his/her position within five (5) work days following the expiration of a leave of absence, or an extension thereof, shall constitute a resignation which, for purposes of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an employee or his/her failure to return to his/her position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.
7. When an employee is called to work other than his/her regular schedule, he/she shall be entitled to his/her pay computed at time and one-half or a minimum pay for four (4) hours of work computed at his/her regular rate, whichever is greater.

ARTICLE 20 - Holidays

1. Employees shall have thirteen (13) holidays each College year (9/1-8/31) with no loss in salary. The holidays will be determined by the College's academic and administrative calendars.

The thirteen days are as follows:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr., Birthday	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Holiday pay and/or compensatory time shall be awarded for any holiday on which employees are required to work.

When compensatory time is granted for holidays which conflict with academic calendar, the employee must use such time during the College fiscal year in which it was earned (9/1-8/31).

2. Any full-time employee covered by this agreement appointed as of September 1 to a regular budget line shall be eligible for holiday pay from the first day worked following the date of appointment, unless otherwise specified in the letter of appointment.
3. Full-time employees must work or be covered by vacation, sick leave credits, or educational leave on the work days immediately preceding and following holidays in order to receive pay for the holiday.
4. Temporary employees employed on a full-time basis for four (4) consecutive months shall become eligible for holiday pay.
5. Employees required to work holidays when school is closed by virtue of regularly scheduled classes not being held shall receive additional compensation. The minimum compensation for such work will be the equivalent of the sum paid for four (4) working hours at regular rate of pay. If an employee shall work a holiday when school is not in session, as above, he/she shall be entitled to his/her pay computed at double time or a minimum pay for four (4) hours of work computed at his/her regular rate, whichever is greater. The compensation shall be in addition to the holiday pay to which the employee would normally be entitled.
6. Employees who are scheduled to and who do work holidays shall receive compensatory time off.
7. On the day before the Thanksgiving holiday, the third shift shall report to work at 5:00 p.m. and will work a normal eight (8) hour shift.
8. Holiday Curtailment (December) – For implementation purposes, those unit employees on the active payroll for the week between December 25, 2006 and January 1, 2007 will be credited with two (2) compensatory days. These compensatory days must be used no later than August 31, 2007.

Effective beginning December 2007 the College will close between Christmas and New Years, (also known as holiday curtailment) no vacation time will be charged for the curtailment period as approved by the College. If a unit member is assigned to work a day during the holiday curtailment period by their supervisor, they will be granted a compensatory day in lieu of the curtailment day worked. Compensatory days must be used no later than August 31 of the academic year in which they are earned.

ARTICLE 21 - Vacation

1. Vacation time shall be accrued on a monthly basis and determined as follows:

<u>Years of Full-Time Continuous Service</u>	<u>Days Accrued</u>	<u>Monthly Accrual in Hrs./Mo.</u>	
		<u>37.5</u>	<u>40 hr.</u>
Start to 5 years	14	8.75	9.33
After 5 years	18	11.25	12.
After 15 years	21	13.13	14.

2. Years of service for the purpose of calculating vacation accrual shall be full-time continuous service. In no event shall leave of absence time in excess of six months be used in the computation of years of continuous service.
3. The vacation year shall be defined as September 1 to August 31 of each year. Vacation accrued during the vacation year shall be used during that vacation year except as provided in Section 12 below.
4. The employee shall be entitled to additional vacation time upon completion of the continuous service requirement. The level of an employee's additional vacation entitlement shall be determined and become available on the employee's employment anniversary date.

As of September 1, 1993, any employee whose level of vacation entitlement is greater than 21 days will continue at the same level.

5. Vacations will be granted, so far as practicable, at times most desired by employees. If conflicts arise between employees as to vacation preference, the first tie breaker shall be seniority in title and the second shall be seniority in that department, and the third shall be seniority on campus. The final right to allot vacation period and to change such allotments is exclusively reserved to the employee's Department Head, taking into consideration the timeliness of conflicting requests and other circumstances in order to insure the orderly operation of the College.
6. Vacation shall be granted only at such time as work of the department will permit. Vacation schedule for each department will be arranged by department heads in June, July, or August, if possible.
7. So far as practicable, all earned vacation and compensatory time shall be taken prior to transfer but, where not taken, the employee shall receive any earned vacation and compensatory time due him/her in the department to which he/she is transferred.
8. Vacation days and compensatory time which are to be deducted are to be only those days which the employee would have normally had to work.
9. No vacation time or compensatory time is accumulative for any period when the employee is absent without pay.
10. Money for any accrued vacation or compensatory time due an employee who resigns or retires will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any accrued vacation or compensatory time.
11. Any employee discharged for cause shall be entitled to one (1) day's vacation for each consecutive month worked in the current calendar year only, plus any carry-over from the previous year as set forth in this agreement. Such accumulation per month is limited to the maximum vacation allowed for the employee's continuous years of service.
12. An employee may carry over up to twenty-one (21) days of accrued vacation.
13. No credit for vacation leave shall be allowed unless the employee shall have worked at least fifty percent (50%) of the working days of the calendar month.

ARTICLE 22 - Sick Leave

1. After completion of one (1) month of continuous service, employees who occupy a permanent line item shall be entitled to accumulated sick leave as hereinafter provided from the time of their employment.

2. A credit of sick leave shall be allowed at the rate of one (1) working day per month for each month of service. No credit for sick leave shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

Sick Leave Accumulation:

Sick leave credits may accumulate to one hundred seventy-five (175) days for 2006-2007; one hundred eighty (180) days for 2007-2008; one hundred eighty-five (185) days for 2008-2009 and one hundred ninety (190) days for 2009-2010.

3. Sick leave with pay may be granted by a department head to an employee when incapacitated or unable to perform the duties of his/her position by reason of:
 - a. Sickness or injury.
 - b. Serious illness in the employee's immediate family, requiring care and attendance of employee, not to exceed ten (10) days in any one (1) year. In extenuating circumstances ten (10) additional days may be utilized for this purpose.
 - c. Quarantine regulations.
 - d. Medical or dental visits.

The term "immediate family" as used herein shall include spouse, child who lives at home, mother, or father who are actual members of the employee's household, or any relative who is an actual member of the employee's household.

Where the employee's mother or father is not an actual member of the employee's household, the employee may use accrued sick leave to attend to the illness of such mother or father. Such sick leave shall not exceed five (5) days per year.

4. When absence is required, the employee shall report same to the department head within one-half (1/2) hour of the stated working hours. In departments and in positions requiring replacement in case of absence, the time for reporting absence shall be at the discretion of the department head filed with the Human Resources Office. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department, the absence shall not be deductible from sick leave but shall be considered as time off without pay.
5. Before absence for personal illness may be charged against accumulated sick leave credits, after five (5) consecutive days of such absence the Employer shall require proof of illness as may be satisfactory to it or may require the employee to be examined at Employer's expense by a physician designated by Employer. In the event of failure to submit proof of illness upon request or in the event that upon such proof as is submitted, or upon report of medical examination, the Employer finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.
6. Each department will maintain an accurate record of the attendance and sick leave status of each employee. The department head shall give to any employee upon request a record of the accumulated sick leave credits.

7. In case of transfer to a department of Broome County, accumulated sick leave shall be transferred with the employee.
8. Absence for less than one-half (1/2) day shall be chargeable to sick leave unless the Supervisor approves an equivalent amount of make-up time.
9. An employee injured in the course of employment may elect to use his/her sick leave in lieu of benefits under the Workers' Compensation Law provided he/she is entitled to sick leave credit. In such a case, the Employer shall submit a written request to the Workers' Compensation Board requesting that the College be reimbursed at the compensation rate for the period of sick leave used by the employee out of any award that may be made by the Workers' Compensation Board.

Sick leave time used by an employee for an absence occasioned by any injury incurred during the course of his/her employment and covered by or under the Workers' Compensation Law will be reinstated to the degree the Employer is reimbursed by the Compensation Board only when the Workers' Compensation Board has determined and made an award indicating benefits are due for the period of absence in question. It is further understood and agreed that a condition for such reinstatement in full of sick leave time shall be that the employee shall not again use such accumulated sick leave time for any future or subsequent absence in any way occasioned by or related to such work incurred injury. Unusual cases shall be subject to review and consideration of the County Department of Risk & Insurance and of the College Human Resources Office.

10. Abuse of sick leave privileges shall be grounds for disciplinary action.
11. Compensation in cases where employees return from sick leave and work less than full time under physician's orders shall be compensated at a rate apportioned to the time they work based upon their annual salary as established in the budget. The employees shall file with the Human Resources Office a copy of the physician's order requiring part-time employment. The part-time employment shall not exceed a period of three (3) months after return from sick leave.
12. There shall be established a mandatory Sick Bank Program to be administered by a five (5) member Administrative Committee. Two (2) members shall be selected by the President or designee and three (3) shall be selected by the BCC ESPA President or designee.

A unit member must join the Sick Bank Program by donating two (2) sick days from his/her accumulation to the Program upon the start of his/her second year of employment and each year until the employee has been in the program for five (5) years.

If the sick bank has seven hundred and fifty days (750) and the unit member has donated for five (5) years, no additional days shall be deducted from a member's sick time until such time that the bank drops below five hundred (500) days at which time all unit members shall donate two (2) days per year until the bank is at seven hundred fifty (750) days.

Once a unit member has started in the Sick Bank Program, the annual deduction of sick days shall occur on September 1 of each year. No more than two (2) sick days shall be deducted during any academic year to maintain membership in the Sick Bank Program. Those having no sick days shall be advanced two (2) sick days.

When an employee, due to prolonged illness, has exhausted his/her sick leave, he/she may apply to the Sick Bank Administrative Committee. Applications shall be approved by the Administrative Committee if they meet all the following qualifications:

- a. Adequate justification.
- b. Verification by a physician.
- c. At least one (1) year of continuous full-time service.
- d. The employee has been out of work for at least twenty (20) continuous days. This twenty day waiting period may be satisfied by any combination of paid or unpaid time off. The waiting period shall be applicable to each occurrence.
- e. The employee has utilized all available sick leave time.

If the above qualifications are met then the applicant may be granted up to fifty (50) days per year from the Sick Bank. Any unpaid time off that is a result of the waiting period shall not constitute a break in service.

Employees whose sick leave absence is covered by Workers' Compensation and who have been granted days by the Sick Bank shall have the Sick Bank days replenished to the extent that Workers' Compensation reimburses the Employer for payment of said days.

Any balance in the Sick Bank remaining on August 31 of each year shall be carried over to the Sick Bank for the following year.

Employees who transfer to the College from another County unit shall be allowed to participate in the Sick Bank in effect at the College. This participation is premised in the employee's being eligible pursuant to the rules of the Sick Bank. Waiting periods shall be construed to mean continuous County employment.

ARTICLE 23 - Bereavement Leave

- 1. Employees covered by this agreement shall be granted three (3) working days off with full pay either immediately following the death of a member of the employee's immediate family or to be concurrent with the funeral ceremony. Provided, however, that in the event that an excessive amount of travel is involved, the employee may request an additional day of bereavement; such request shall be made by the employee to the President who may grant or deny such request in his/her absolute discretion. Denial of such leave shall not be subject to the grievance procedure.
- 2. The members of the immediate family are as follows: Spouse, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any person who is an actual member of the employee's household.
- 3. Employees may also apply to the President for permission for one (1) day bereavement leave for relatives of the employee or the employee's spouse not listed above.

ARTICLE 24 - Leave of Absence Without Pay

- 1. Application for leave without pay shall be filed by the employee, on prescribed form, with the department head. The application shall state the reason for the requested leave and the duration thereof. A leave of absence request must be submitted for any absence over three (3) work days not covered by paid time off. Any unpaid time for three (3) days or less may be approved by the President or his/her designee. If approved by the department head, the application shall be submitted to the President. All leaves in excess of ninety (90) days (except medical) shall be submitted to the B.C.C. Board of Trustees for final approval.

2. When an employee has exhausted all of his/her sick leave credits and thereafter, in order, available vacation time, compensatory time, and sick bank time, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the President may grant leave of absence without pay for a period not to exceed one (1) year. Medical documentation must be provided before a medical leave will be approved. Documentation is to be supplied on the forms provided by the College.
3. Full-time employees (on a permanent budget line) may be granted leave of absence without pay for the period of one (1) year for the purpose of acquiring additional education, training, or employment experience that will increase the usefulness and efficiency of the employee in his/her position.
4. Leave of absence without pay not to exceed one (1) year may be granted to a permanent employee in the competitive class to enable such employee to serve temporarily in another position in the competitive class. Leave of absence without pay not to exceed one (1) year must be granted to permanent employees to serve provisionally in another position in the competitive class. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class except with the approval of the President. Only leave for temporary positions in excess of ninety (90) days will be submitted to the Board of Trustees for approval.
5. Leave of absence without pay for reasons other than those cited in this article shall be granted only in unusual circumstances which justify the granting of such leave.
6. An employee, on an approved leave of absence, accepting employment not previously approved or becoming self-employed will be considered to have resigned from employment with Broome Community College.
7. The parent of a newborn child or an adopted child may be granted a leave without pay to care for the child.
8. Except as may be otherwise provided herein, no fringe benefit authorized by this agreement shall accrue while an employee is on a leave of absence without pay.
9. The maximum amount of leave shall be one (1) year unless the Board of Trustees specifically votes to extend the leave. Any extensions voted by the Board shall be at its sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely fashion.
10. All leaves under this Article shall be in accordance with applicable terms of the Family and Medical Leave Act.

ARTICLE 25 - Military Leave of Absence

Any employee who is required to render ordered military or naval duty shall be granted military leave of absence pursuant to the Military Law. Any such employee, upon returning to employment within ninety (90) days following the date of military discharge, shall be reinstated at the same salary he/she would have received, including annual increments, had he/she been able to remain on the job.

Every employee covered by this agreement shall be paid his/her salary or other compensation as such employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of thirty (30) days in any one continuous period of such absence.

ARTICLE 26 - Legal Leave

1. An employee who serves on jury duty shall be paid the difference between pay for jury duty and his/her regular pay.
2. An employee who is subpoenaed as a witness, but is not party or privy to the action, shall be excused from work for the time necessary with pay upon presentation of the subpoena.

ARTICLE 27 - Travel on College Business

1. Attention is called to the following extract from Penal Law, Section 175.35:

A person is guilty of offering a false instrument for filing in the first degree when, knowing that a written instrument contains a false statement or false information, and with intent to defraud the State or any political subdivision thereof, he offers or presents it to a public office or a public servant with the knowledge or belief that it will be filed with, registered or recorded in or otherwise become a part of the records of such public office or public servant.

Offering a false instrument for filing in the first degree is a Class E felony.

2. All accounts or statements must be submitted on a standard or approved form and the claim voucher certified by the employee as required for all claims. All items must be accompanied by receipts for rooms, lodging, thruway and other tolls, parking fees, etc. All vouchers submitted without same will automatically be returned to the employee. Employees who use their automobiles occasionally and other employees may elect to submit their claims on a quarterly basis.
3. Claims for mileage must list all business stops and the distance traveled between these stops, except within a city, town or village, in which case all stops must be listed, but if short mileage (less than two [2] miles) is involved, the mileage traveled can be listed after the last stop within such city, town, or village.
4. No mileage reimbursement will be allowed for travel between residence and college campus or other County buildings, except as such reimbursement may be specially authorized by State law or by regulations of the Employer or in cases where an employee starts from residence on official business, in which case mileage claim must so state and give reason therefor.
5. Reimbursement will be based only upon such charges as would actually be incurred by traveling the most direct route, excepting only when the use of expressways, even though not the most direct route, will result in the reduction of travel time.
6. In order to receive reimbursement for mileage at rates hereinafter provided and for travel expense incurred by attendance at conventions, meetings of associations, or organizations, such attendance must have been previously authorized by the President. Such expenses must be listed on a Broome Community College travel voucher and accompanied by hotel bills, convention or meeting registration receipts, airline, bus or train receipts or seat checks, toll, and parking receipts. Taxi fares must be listed separately and receipts are required for these items. Meals are allowed only when obtained outside the County. When claiming taxi fares, starting point and destination must be listed and, if claiming such fares when an automobile is available, reason for such charges must be given. Reasonable customary tipping will be allowed and should be included in the respective taxi charges.
7. When requesting authorization to travel, the request should state the date and time of the anticipated departure from and arrival at the college.

8. When the use of a personally owned car is authorized by the President to operate on business for the college, all regulations herein contained must be observed and the rates of reimbursement herein stated will be allowed in all cases except as otherwise authorized, allowed, and directed by State law. Reimbursement for use of a personal car will be made only when an Employer car is not available.
9. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuance of college business or to such meetings as may have been previously authorized.
10. All employees traveling outside the County must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursable expenses.
11. It is intended that the rates prescribed herein shall be maximum and actual expenses only shall be charged. Said rates shall not be exceeded except in such cases and for such employees as are specially excepted and otherwise authorized and directed by State law for particular cases.
12. The mileage rate shall be equal to the mileage allowance pursuant to Federal IRS regulations. Increases shall become effective concurrent with any IRS change.
13. Reasonable and customary charges for room accommodations shall be allowed. Tips shall be allowed at the rate of Two Dollars (\$2.00) per trip. When the spouse accompanies an employee the amount of room charges allowable shall be the single room rate per night.
14. Actual and necessary charges for meals shall be allowed at the per diem rates as outlined in the manual entitled "Broome Community College Purchasing and Contract Guidelines and Procedures Under Plan C."
15. Emergency repair work only shall be authorized on Employer's car while out of the county. In claiming reimbursement, an explanation of the reason for such repair work should be given.
16. Employer-owned cars should be fully gassed at Employer's pumps before leaving the college. Gasoline credit cards issued to the Employer should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the Comptroller with employee's voucher for reimbursement.
17. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of party with whom communication was held.
18. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.
19. When claiming mileage for use of a personally owned car, charges for tolls, parking, and storage will be allowed where the same is directly connected to travel for Employer's purposes.

ARTICLE 28 - Temporary Employees

1. Temporary employees employed on a full-time basis for four (4) consecutive months shall become eligible for holiday pay and for inclusion in the County-sponsored health plan.
2. Temporary employees employed on a full-time basis for six (6) continuous months shall become eligible for all benefits in the same manner as other full-time employees.

3. Temporary employees employed on a full-time basis shall be eligible for bereavement leave as defined in Article 23 of this agreement.

ARTICLE 29 - Use of the Telephone

Employees shall not make personal toll calls on Employer telephones except in the following instances:

1. Employees may make such calls with the permission of the department head if said call is charged either to a credit card or a personally owned telephone of the person making the call.
2. The College President is hereby authorized to grant exceptions, for good cause shown, upon written application by a department head. The College President shall file a copy of all authorizations granted by him with the Comptroller.

ARTICLE 30 - Educational Leave

Educational leaves are available for employees who meet the requirements hereinafter set forth. The objective of such leave is to increase each such person's value to the College and to the department thereof in which he/she is employed.

1. Educational leave may be granted for planned study and/or formal education.
2. Employees with permanent Civil Service status in their current title and who occupy a permanent budget line and have completed two (2) consecutive years of exemplary service within their respective departments or who have completed three (3) consecutive years of such service since their last educational leave, shall be eligible to apply for such leave. No more than three (3) employees covered by this agreement not more than one (1) employee from each department shall be on leave at the same time.
3. Educational leaves may be granted for periods of one (1) academic year at rates not to exceed one-half salary or for periods of one-half an academic year at rates not to exceed full salary. Employees on educational leave may, with prior approval of the President and Board of Trustees of the college, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of their leave. In such cases, educational leave salaries shall be adjusted to reflect such income, either prior to or during the period of such leave so that the total compensation shall not exceed the college salary for the period of the educational leave.
4. Applications for educational leaves shall be submitted to the Human Resources Office as far in advance as possible of the requested effective date of such leave, but in no event later than six (6) months in advance unless such requirement is waived. Each application shall include a statement outlining the program of study to be followed while on leave, indicating any prospective supplementary income, stating that the applicant intends to continue employment with the Employer for a period of at least two (2) years immediately following the expiration of said educational leave, and further stating that upon return the applicant shall submit such a report of his/her accomplishments while on such leave.

Applications for educational leave shall contain the following information:

- a. A statement as to the date on which applicant was appointed to his/her position or the date on which applicant returned from a previous educational leave.

- b. A full statement of his/her previous formal education, including the names of schools of higher learning that he/she attended, the dates of such attendance, and the date or degree credit earned.
 - c. A full statement of his/her professional work experience which pertains to his/her field of specialty with the Employer, including dates and duties performed.
 - d. Detailed projected plans for his/her use of educational leave time, including statements as to the college at which he/she intends to study, date of enrollment, and the duration of such studies.
 - e. A statement as to the estimated cost to the Employer in granting the proposed leave, showing the applicant's anticipated supplementary income during such leave and an explanation as to how such estimate is established.
 - f. A statement as to what specific advantages would be gained or what particular need or needs will be fulfilled in the department by granting an educational leave to the applicant.
5. Final approval of the granting of educational leave shall rest with the Board of Trustees.
 6. If an employee discontinues his/her planned course of study before completion thereof, the employee must notify the Employer in writing immediately. If the termination of the course is caused by illness, the employee shall be entitled to sick leave pay for the duration of such illness or the extent of such benefits he or she has accrued. Otherwise the employee must return to College employment without delay. If he or she fails to notify the Employer promptly of such termination, the employee shall be deemed derelict in duty, subject to dismissal therefrom, and liable for repayment of all salary received from the Employer after the date of said discontinuance of the planned course of study prior to completion. In the event the employee is deemed derelict in duty as stated above, the employee shall be liable for repayment of the full amount of salary paid by the Employer while on said leave.
 7. Upon accepting an educational leave the recipient shall, in consideration of the salary to be paid during such leave, execute a written instrument to the effect that in the event the employee should accept other employment and, therefore, fail to resume and fulfill for the two (2) year period his/her full-time duties with the Employer, the employee shall repay, within three (3) years from the date of resignation from said employment, 4-1/2% of the gross amount of the salary paid to him/her and 4-1/2% of the value of any fringe benefits received while on such leave for each month and fractional part thereof, but not to exceed 100% thereof, during which he/she failed to render full-time service to Employer, exclusive of absence for vacation and sick leave, in the said two (2) year period.

ARTICLE 31 - Protective Clothing & Devices/Safety Equipment

1. The Employer shall provide necessary safety equipment and protective devices to those employees requiring them during the course of their employment. It shall be the responsibility of the employee to have such safety equipment and protective devices with him/her at the job site and to use them accordingly. The determination as to what is necessary safety equipment and protective devices and as to which of the employees need and require such equipment shall be made subject to the approval of the Broome Community College Board of Trustees where necessary.
2. Grounds Operations, Plant Operations, Custodial and Maintenance, Campus Peace and Campus Safety Officers and employees including Couriers and/or Mail Clerks assigned to duties working in the Mail Room shall wear a uniform prescribed and furnished by the Employer. Said uniform shall be kept neat and clean

during all working hours. The Employer shall furnish per year the following articles to each of the above mentioned employees:

- 3 summer shirts
- 3 winter shirts
- 3 pair of pants

3. Lost uniform articles shall be replaced by the employee.
4. Any of the above listed articles of clothing will be provided or replaced as deemed necessary by the Employer at no cost to the employee when such is in need of replacement.
5. Employees will be expected to be in uniform at all times.
6. Employees who desire to wear industrial steel or plastic toed safety shoes or boots shall be reimbursed for these shoes or boots up to (\$75) per year. Receipts must be provided prior to reimbursement. If an employee replaces shoes more than once per year he/she is financially responsible for subsequent shoes.

ARTICLE 32 - Emergency Closing

1. In the event of emergency conditions, the President at his/her sole option may declare the college partially or totally closed. Employees covered by this agreement who are notified by the President or designee that their services shall not be needed during the closings will receive their regular compensation for up to two (2) days of the duration of the closings.
2. Employees covered by this agreement who have not been notified by the President or designee that they are to be excused in the closings will be required to work their regular scheduled work day and not be eligible for compensatory time off.
3. The decision of the President under this article shall be final and not subject to arbitration or a grievance.

ARTICLE 33 - Miscellaneous Provisions

1. The Employer and BCC ESPA agree that negotiations for a new agreement shall commence not later than May 15 of the last year of the term or any extension hereof, provided BCC ESPA is then the legally authorized bargaining agent of the employees covered under this agreement.
2. Physical examinations required as a condition of employment shall be paid for by the Employer and shall be administered by the physician(s) selected by the Employer. If and when the Broome County Department of Public Health administers flu shots for no charge on a county-wide basis, arrangements will be made for employees covered by this agreement to be inoculated.
3. Bond, United Way, and other authorized deductions shall be fixed deductions for all pay periods until authorization for such deductions shall expire or be canceled upon written notice by the employee. All deductions of a voluntary nature shall be terminated by the Finance Office effective, the next pay period, only upon receipt of written request from the employee desiring such termination. Deductions from wages or salaries for payments to or deposits in Credit Associations are to be authorized and filed in writing by the employee.

ARTICLE 34 - Legislative Action

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

ARTICLE 35 - Long Term Disability

The College shall provide to eligible unit employees a long term disability policy with a six (6) month waiting period. Said disability plan will pay 60% of the eligible employee's salary to age 65.

ARTICLE 36 – Benefit Fund

Within thirty (30) working days after this agreement is approved by the Broome Community College Board of Trustees, the Association will establish a benefit fund for the purpose of providing a program of health related benefits for the members of the bargaining unit. The Employer will contribute the sum of \$5,000 to said fund. On September 1, 2007 the Employer will contribute an amount necessary to raise the balance of said fund to \$25,000 or the sum of \$25,000, whichever is lesser. On September 1, 2008 the Employer will contribute an amount necessary to raise the balance of said fund to \$35,000 or the sum of \$35,000, whichever is lesser. On September 1, 2009 the Employer will contribute an amount necessary to raise the balance of said fund to \$45,000 or the sum of \$45,000, whichever is lesser.

Administration of said fund shall be solely the responsibility of the Association and the Association shall be fully responsible and/or liable for any and all claims and/or notices that are made or required with respect to the operation and/or administration of said fund. The Association agrees to hold the Employer harmless for any and all costs and expenses arising out of the administration and/or operation of the fund.

On or before October 1 of each year the Association shall provide the Employer a copy of the annual auditor's report with respect to the fund.

The Employer upon reasonable notice to the Association may inspect any and all books and records of the Association covering said fund.

The monies of such fund shall not be used in any manner for the purpose of financing any job action or related activities.

ARTICLE 37 – Labor Management Committee

There shall be established a labor management committee whose purpose shall be to discuss and seek solutions to problems, both immediate and potential. In addition, the Association may use this as an opportunity to express opinions on the future direction of the College. This committee will meet at the request of either party. The composition of the committee shall be mutually agreed by the parties.

ARTICLE 38 - Term

This agreement shall be effective as of the 1st day of September 2006, and shall continue in full force and effect until the 31st day of August, 2010.

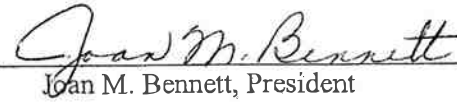
IN WITNESS WHEREOF, the parties hereto have set forth their signatures on the dates noted hereafter.

BROOME COMMUNITY COLLEGE

By 
Laurence D. Spraggs, President

Date 6/21/07

BROOME COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

By 
Joan M. Bennett, President

Date 6-20-07

BOARD OF TRUSTEES

By 
Joyce E. Majewski, Chairperson

Date 6/21/07

SCHEDULE A

- 10.1 Bargaining unit members, present and/or hereafter employed, shall be compensated at salary levels applicable to their respective title and work year. There are no specific steps.
- 10.2 Minimums for grades shall be raised 2% effective September 1, 2006, 2007, 2008, 2009. Note: anyone hired prior to the signing of this agreement shall have the salary increase agreed upon.
- 10.3 The minimums set forth relate to base salaries only.
- 10.4 Promotion from one grade to another will be accompanied by an increase in salary appropriate to the title to which promoted. Where the minimum salary for the new title is lower than the salary received by the employee at the time of promotion, the employee shall receive (7%) of the minimum salary for the new title added to the salary received at the time of promotion.
- 10.5 Within the BCC ESPA unit, positions may be established or existing positions modified that require service of 10 or 12 months. At the discretion of the President of the college changes in work year may be made in vacant positions or those where an incumbent's wish to volunteer for such change coincides with the college's desire for such change. Salaries and fringe benefits for such positions will be established as follows: The position will be accorded a salary by the President as though it were a 12-month position. The employee will then receive salary and, where applicable, fringe benefits pro-rated downward from the 12-month salary figure.
- 10.6
1. Effective September 1, 2006, the annual base salary of each returning ESPA member will be increased by three percent (3%). The College will add \$220 to base salary before the general wage increase of 3%.
 2. Effective September 1, 2007, the annual base salary of each returning ESPA member will be increased by three percent (3%). The College will add \$220 to base salary before the general wage increase of 3%.
 3. Effective September 1, 2008, the annual base salary of each returning ESPA member will be increased by three percent (3%). The College will add \$220 to base salary before the general wage increase of 3%. Effective September 1, 2008 each unit employee will receive a one time lump sum payment of \$450.00. This amount will not be added to base salary.
 4. Effective September 1, 2009, the annual base salary of each returning ESPA member will be increased by three percent (3%). The College will add \$220 to base salary before the general wage increase of 3%.
- 10.7 Bargaining unit employees who complete the following years of continuous service shall receive longevity in addition to their salary as follows:

<u>Continuous Years of Service</u>	<u>Dollar Amount</u>
10 through 14	\$ 400
15 through 19	600
20 through 24	800
25 through retirement	1,000

Payments are not cumulative, shall be annualized, and shall be paid on the first pay period in November of each year next following the employee's anniversary date.

In no event shall leave of absence time be used in the computation of years of continuous service.

Longevity increments shall be in addition to any other increase due an employee.

- 10.8 All employees covered under this agreement who work the second and third shift shall receive, in addition to their regular pay for the period of shift work, a shift differential as follows:

Second Shift

Third Shift

Forty cents (\$.40) per hour – 2006-2007

Forty-five cents (\$.45) per hour – 2006-2007

Forty-Five cents (\$.45) per hour – 2007-2008

Forty-five cents (\$.45) per hour – 2007-2008

Fifty cents (\$.50) per hour – 2008-2009

Fifty cents (\$.50) per hour – 2008-2009

Fifty cents (\$.50) per hour – 2009-2010

Fifty-five cents (\$.55) per hour – 2009-2010

- 10.9 The College will maintain the flexible spending plan as permitted under Section 125 of the Internal Revenue Service regulations.

SCHEDULE B

Implementation of the 10-month position option under the ESPA contract will follow the provisions and pro-rating of benefits listed below.

Work Dates	August 1 - May 31												
Holidays (Compensatory holidays must be used by May 31 of the year in which they are earned)	New Year's Martin Luther King Day Washington's Birthday Lincoln's Birthday Memorial Day Labor Day Columbus Day Election Day Veteran's Day Thanksgiving Day After Thanksgiving Christmas <u>Holiday Curtailment</u>												
Vacation	Monthly accrual in hours August 1-May 31 <table><thead><tr><th></th><th><u>Days</u></th><th><u>Hours</u></th></tr></thead><tbody><tr><td>1-5 yrs.</td><td>11.7</td><td>87.75</td></tr><tr><td>5+ yrs.</td><td>15.</td><td>112.5</td></tr><tr><td>After 15 yrs.</td><td>17.5</td><td>131.3</td></tr></tbody></table>		<u>Days</u>	<u>Hours</u>	1-5 yrs.	11.7	87.75	5+ yrs.	15.	112.5	After 15 yrs.	17.5	131.3
	<u>Days</u>	<u>Hours</u>											
1-5 yrs.	11.7	87.75											
5+ yrs.	15.	112.5											
After 15 yrs.	17.5	131.3											
Vacation Carryover	Up to 17.5 days												
Sick Leave	Accrue 1 day/month Aug-May for total of 10 days/year												
Sick Bank	No difference												
Bereavement Leave	No difference												
Leave without Pay	No difference												
Military Leave	No difference												
Legal Leave	No difference												
Temporary Employees	No difference												
Educational Leave	No difference												
Long Term Disability	No difference												
Educational Improvement Opportunities	No difference												
Payment of Compensation	Employees will be paid on a 10-month schedule												
Health Insurance	Employee share paid over 10 months at 12 month rate with additional amount payable at last check												

Life Insurance

Employee share paid over 10 months at 12 month rate
with additional amount payable at last check

Longevity

No difference

Benefit Fund

No difference