

AGREEMENT

between

Columbia-Greene Community College

4400 Route 23

Hudson, NY 12534

and

AFSCME

American Federation of State, County and Municipal

Employees, AFL-CIO

Local 3662, Council 66

September 1, 2021 – August 31, 2026

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SECTION I - INTRODUCTION

Article A - Purpose

This agreement entered into by the County of Columbia, the County of Greene and the Board of Trustees of Columbia-Greene Community College (herein the "Board") (herein collectively, "Employer") and Local 3662 and Council 66 of the American Federation of State, County, and Municipal Employees, (herein "Union") has as its purpose to encourage and increase effective and harmonious working relationships between the employer and the Union, to establish any equitable procedure for the resolution of differences, if any, and to recite terms and conditions of employment.

Article B - Recognition

Pursuant to the Public Employee's Fair Employment Act, Article 14, of the New York Civil Service Law, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations and settlement of grievances for all employees of the Employer, excluding part-time employees and those employees properly covered by the Faculty Association Agreement with the Employer, and also excluding those positions above the classification of Associates and excluding the Secretary of the President of the College.

Unchallenged representation status is hereby granted for the maximum period permitted by law. A part-time employee is one who is regularly scheduled to work twenty or less hours per week.

Article C - Union Security

1. Provided the employer has received from an employee on whose account such deductions are to be made, an executed payroll deduction card, the Employer shall deduct Union membership dues in accordance with the amount certified by the Union and shall remit the aggregate total of all such deductions to the Treasurer of the Union each payroll period.
2. An employee covered by this agreement shall be free to join or refrain from joining the Union without fear of any kind of reprisal from anyone.
3. The Employer will furnish a current copy of the Agreement to each employee affected by this contract.
4. The Employer agrees to submit to the Union yearly, with quarterly updates, a complete list of employees whose positions are covered by this Union, including their job title, date of hire, whether they have a dues deduction card on file, home address, whether their employment is on a permanent, temporary, or provisional basis, and their current salary.

Article D - Union Rights

1. The Employer agrees that during working hours, with prior notice to the immediate supervisor and for reasonable periods of time on the Employer's premises, and without loss of pay, employees designated as the Union's representatives, i.e., President, Vice- President, Stewards, and Union Staff, but limited to no more than two (2) representatives from the Bargaining Unit, shall be allowed to engage in consultations with the Employer, its representatives, or an aggrieved employee concerning the enforcement of any provision of this agreement.
2. The Employer will provide a bulletin board to be used solely for the purpose of posting Union notices and bulletins.
3. The Employer must, as required by law, make available to the President and/or Shop Steward such information as it has that is necessary in order for the Union to represent the employees in negotiations and in the processing of grievances.
4. The Union may use college facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. Such requests shall be made in accordance with standard college procedures.

Article E - Management Rights

Except as limited by the specific and express terms of this Agreement, the Board and Administration hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, software, technology, procedures, and personnel required to conduct the College Programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, assignment, discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and the Administration, and the Board and the Administration shall continue to exclusively exercise such powers, duties and responsibilities during the period of this Agreement.

Article F - Approval

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

Article G - Glossary of Terms

Set forth in Addendum D is a Glossary containing the definition of certain unique Terms found in this Agreement.

SECTION II - STAFF DEVELOPMENT

Article A - Educational Advancement

The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's manpower requirements for maintaining the efficiency of operations, quality and service. All members of the bargaining unit are encouraged to continue their education and training in order to more effectively meet the Mission of the College.

1. Consistent with the policy of the State University of New York, the College shall cooperate in obtaining tuition assistance/waivers for employees who pursue studies in the State University of New York Systems.
2. Employees may enroll in credit courses sponsored by the College on a tuition free basis. Select course fees will also be credited for employees. Enrollment in courses during regular working hours shall be limited to one (1) class period per working day approved by Employee's Supervisor; shall not conflict with the employee's regular work schedule; shall not impair the operation of College departments/offices; and will require either a mutually agreed upon plan to make up the working hours lost or the Employee's use of leave time. Dependent children of an Employee, up to age 24, or a spouse of an Employee may enroll in credit courses sponsored by the College on a tuition free basis. Employees and their dependents shall receive the same benefits (i.e., college credit, Dean's list, academic counseling, etc.) and be subject to the same responsibilities and penalties (academic dismissal, probation, etc.) as other college students.
3. Dependents, for the purposes of this section, are considered to be the Employee's spouse and all those individuals who, as of the first day of classes, are legally considered employee dependents under IRS regulations. If a Staff Member dies while employed by the college, his/her spouse and/or dependents will be eligible for full tuition waiver under the same terms in effect at the time of death for that academic year.

4. Assuming space is available, Employees and their dependents may enroll in select noncredit courses, tuition free. Registration and other fees are the responsibility of the Employee and/or their dependent.

Article B - Education Leave

1. After completing five (5) years of service, any Employee, upon application and with the approval of the College President, may be granted a leave of absence without pay or benefits for job-related educational purposes. (Employees have the option to pay for benefits, i.e.: health insurance, while on leave if they desire to do so.) Such leave shall not be unreasonably denied. The period of the leave of absence shall not exceed one (1) year but may be extended or renewed upon proper application of the employee and approval by the College President. Upon return, Employees shall be paid at the level they would have received had they been employed at the College during the leave period.
2. Such one (1) year leave of absence (with any requested extension) for job-related educational purposes shall not be provided more than once every six years.
3. On leaves of one month or less, normal fringe benefits will be continued. During a job-related educational advancement leave of absence, the Employee will not accrue any vacation time, personal days or sick time.
4. Following return to active work from a leave of absence for job-related educational purposes, an Employee must remain employed at the College for a period of no less than two (2) years, or such Employee will be obligated to reimburse the College for all costs incurred by the College during and directly related to such leave of absence.

SECTION III - COMPENSATION

Article A - Wage Rate Schedule

1. Salaries, salary adjustments and matters of economic consideration shall be set forth on Addendum A annexed.
2. Employees eligible for shift differential shall have the differential added to their hourly wage.
3. The job titles of Staff Members are set forth in Addendum B annexed.
4. Educational recognition stipends shall be paid in accordance with Addendum C.
5. Ten (10) month Employees will receive their hourly wage for time worked paid over 12 months, unless, in accordance with the IRS rules, they elect to provide written notice by August 1 of their desire to be paid over a period of 10 months.

SECTION IV - EMPLOYMENT POLICIES

Article A - Work Schedules and Hours

1. All employees hired as of 1 November 2014, with the exception of maintenance and security, shall work seven hours per day, Monday through Friday, normally commencing between 7:30 a.m. and 9:00 a.m. (example: 9:00 a.m. to 5:00 p.m.)

with one hour for lunch, or as otherwise agreed upon by Employee, with advice from the Union, and Administration. All employees hired after 1 November 2014, with the exception of maintenance and security, shall work seven hours per day, Monday through Friday, with one hour for a meal break, at the hours or shift agreed upon at the time of hire, or as agreed upon thereafter by Employee, with advice from the Union, and Administration. Work schedules shall be established and posted by the appropriate administrative office for maintenance and security personnel whose work week shall be 40 hours per week, Monday through Friday, with customary shifts from 6:00 am to 2:30 pm, or 2:00 pm to 10:30 pm. If necessary, employees may be assigned to a four-day week. Should an Employee be assigned to a four-day 35-hour week, (40-hour week for maintenance and security employees) every effort will be made to assign hours that are acceptable to the needs of the College and the individual staff member.

2. Employees other than security and maintenance employees may be assignable to a seven (7) hour day at other than their normally scheduled hours, one day per week, excluding Friday, Saturday and Sunday which assignment, if made, shall not be changed during the semester except as otherwise agreed by Employee, with advice from the Union, and Administration.
3. Commencing on the first Monday of June and ending on the 2nd Friday of August, all Employees covered by this agreement shall be on a summer schedule. Employees will work a 35-hour week beginning at 8:00 a.m. Monday through Thursday as assigned by their immediate supervisor. Maintenance and security employees shall work 40-hours per week. A four-day work week shall be assigned by their immediate supervisor. A Monday through Friday, five-day work week may be assigned when there is a mutual advantage to, and joint agreement between, the College and the affected employee. The assignment will be reported to the Union.
4. Vacation and sick days may be taken in quarter (1/4) hour increments. Vacation and sick days taken during the four-day week shall be charged at the rate of 8.75 hours (1.25 days); maintenance will be charged at the rate of 10 hours (1.25 days).
5. Positions may be designated as having a ten (10) month annual work schedule. Ten (10) month employees will work the first week of summer hours in June and return in August when the summer schedule ends.
6. An employee may request an alternate ten (10) month work schedule by arrangement with the employee's immediate supervisor, supervising dean or Vice President, consistent with operational requirements, and with the mutual agreement and consent of the College, the employee, and the Union.
 - a. An approved alternate ten (10) month schedule must have the equivalent of 45 days off when the College is scheduled to be open, with off days during the summer schedule (see Section IV, A, 3) being counted as 8.75 hours (1.25 days). Individual days may be switched with mutual consent in writing.
 - b. The alternate ten (10) month schedule must be submitted in writing and approved by the Employee's immediate supervisor, supervising dean or Vice President prior to the start of each fiscal year.
 - c. The College retains the right to change the alternate ten (10) month schedule back to the Employee's previous standard ten (10) month schedule or twelve (12) month schedule depending on operational requirements of the College.

- d. Should the College be closed, no time will be credited for non-work days for an Employee working an alternate ten (10) month schedule.
- 7. Salaries for ten (10) month employees (typical or alternate) will be pro-rated as explained in Section 111, A 4.

Vacation accrual for ten (10) month employees (typical or alternate) will be pro-rated as explained in Section VI, A, 3.

Sick leave for ten (10) month employees (typical or alternate) will accrue as explained in Section V, C, 1.

Article B - Workplace Behavior

- 5. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the Employer's business, employee well being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 6. Any type of behavior or conduct that impedes the efficient operation of the College, is contrary to the College's policies or rules, or falls below the level of acceptable conduct expected by the College, such as inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated during College operations. If an employee and/or the employee's Union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or Director of Human Resources. The Employer will investigate the reported behavior and take appropriate action as necessary. The employee and/or designated Union representative will be notified in writing, with a copy to Human Resources, of the beginning and upon conclusion of any investigations.
- 7. Retaliation against employees who make a workplace behavior complaint and witnesses who provide information will not be tolerated.

Article C - Performance Evaluation

- 1. Objective. The performance evaluation process gives a supervisor an opportunity to discuss performance goals with direct reports and assess and review each employee's performance with regard to those goals. Supervisors can then provide support to the employee in the individual's professional development, so that skills and abilities can be aligned with the Employer's mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give the employee an opportunity to address the issue.
- 2. Evaluation Process
 - a. The immediate supervisor will meet with an employee at the start of the employee's probationary period and annual review period to discuss performance expectations. The employee will receive copies of performance expectations as well as notification of any modifications made during the review period. Employee work performance will be evaluated during the probationary period, and annually by August 31 thereafter. Notification will be given to a

- probationary employee whose work performance is determined to be unsatisfactory.
- b. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1 Reviewing the employee's performance;
 - 2 Identifying ways the employee may improve performance;
 - 3 Updating the employee's position description, if necessary;
 - 4 Identifying performance goals and expectations for the next appraisal period; and
 - 5 Identifying employee training and development goals and opportunities.
 - c. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file. The Employer and Union will agree upon a standard evaluation form for use in the performance evaluations by August 31, 2023.
 - d. If an employee disagrees with a performance evaluation, the employee has the right to attach a rebuttal.
 - e. The performance evaluation process is subject to the grievance procedure in Section VIII, Grievance Procedure. The specific content of a performance evaluation is not subject to the grievance procedure, except as provided in Section VIII.
 - f. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.
3. Training on performance evaluations will be offered to all Employees and evaluators.
 4. Effective September 1, 2023, all staff shall complete a minimum of six (6) hours of professional development annually, with three (3) hours of those six focused on diversity, equity and inclusion ("DEI"). The College shall provide a list of approved DEI training options for Employees to choose from. Employees and the Employee's immediate supervisor, supervising dean or Vice President shall determine the form and content of such development and training. Development and training shall be provided at no cost to the Employees and during normal working hours.

Article D - Overtime

1. All overtime must be pre-approved by an Employee's immediate supervisor, supervising dean or Vice President. Employees who work supervisor-approved overtime shall be compensated at the appropriate Premium Rate for all hours over the normal work day or work week [except as indicated in Section IV, (C), (D) and

- (E)]. All employees (including maintenance) shall have overtime entitlements listed on their payroll time sheets. Overtime compensation shall be included in the payroll check applicable to the time period in which the overtime was worked.
2. Consistent with operational requirements, opportunities to work overtime (as specified by the appropriate supervisor) shall be distributed equally among employees within the same job department qualified to do the work.
 3. An employee who declines an overtime opportunity shall be considered to have worked that overtime for the purpose of determining equitable distribution.
 4. The equitable use of overtime shall be reviewed quarterly by the Union together with the Director of Human Resources, to evaluate the equitable distribution of overtime.
 5. Holidays, sick days, personal days or vacation days taken during the week are to be considered as hours worked when considering overtime.
 6. For the purpose of preplanned overtime (for example - registration) employees shall be surveyed at least forty-eight (48) hours in advance of such functions in order to ascertain their willingness to work such overtime. If forty-eight (48) hours notice is not possible, employees will be contacted as soon as possible.
 7. At the option of the employee (indicated by the employee on his/her time sheet) overtime hours may be taken in compensatory time at the rate of time and one-half hours of each overtime hour worked. Compensatory time may accumulate to the current legal maximum (currently 240 hours), shall be taken only with the prior approval of the employee's immediate supervisor within the fiscal year in which earned and, if not taken shall be paid for during the last pay period of the fiscal year in which earned or no later than the second pay period of the following fiscal year.
 8. For those employees who actually work overtime at the college, the college shall provide a one hour meal allowance during a period of overtime worked from 11 am until 1 pm or later for lunch; and 5 pm until 7 pm or later for dinner. The allowance will be an additional one hour at the Premium Rate.

Article E - Required/Incidental Overtime

Required Overtime

The Union and Administration agree that there are certain times in the operation of the College where overtime is required (herein "required overtime"). When overtime is required for the college operations, pay at the appropriate Premium Rate for the number of hours worked shall be allowed, with a minimum of two and one-half (2 ½) hours. Examples of required overtime include: registration, College Nights, Commencement, and contiguous emergencies.

Incidental Overtime

The Union and Administration agree that there are certain times where an Employee will incur incidental overtime of up to 30 minutes beyond their regularly scheduled work day end. In such situation, an Employee may either opt to take "comp" time or receive pay at the Premium Rate for the actual overtime worked rounded up to the nearest quarter hour.

Article F - Call Time

1. When an individual is called to work outside his/her regularly scheduled work week and this period is not contiguous to his/her normal work day, (for example an isolated period in the evening or on a non-scheduled Saturday or Sunday) he/she shall be compensated for a minimum of four (4) hours at the appropriate premium rate. If the period exceeds four (4) hours, he/she shall be compensated for hours actually worked at the appropriate premium rate.
2. Should a person be called within four (4) hours of the start of his/her shift, these duties shall be extended to be contiguous with his/her normal work day, and he/she will be reimbursed at the appropriate premium until the start of his/her normal work shift.

Article G - Snow Days and Emergency Closings

1. When classes are canceled due to inclement weather, or when the College is closed as announced by the Administration, usually on local radio stations, television stations, the college website, social media and/or the college phone system, all unit Employees not listed in Article G-3 are not required to report to work and shall be paid as if that employee had reported to work and shall receive full compensation without charge to any accumulated leave credits.
2. On any day classified by Administration as "late opening", Employees shall be expected to report to their designated office at the time designated by the Administration, or by the opening time announced by the local radio or television stations, the college website, social media and/or the college phone system.
3. Security and maintenance personnel are not excused on snow days or emergency closings. However, the Employer shall make reasonable allowances (up to 90 minutes) for traveling time for these individuals, and will provide hour for hour compensation for time worked on snow days or emergency closings in addition to regular pay (amounting to double pay). In those cases where the employee does not report for duty, he/she shall be charged with leave credits to avoid loss of pay. The supervisor can require good and sufficient reason for absence after two consecutive missed snow days or emergency closings, and Employee may be subject to appropriate disciplinary action.
4. Official School Closing can only be determined by the College President or the the College President's designee. Department closings are not to be considered as an Official School Closing and will be charged against accrued leave time.

Article H - Attendance

1. All Employees are expected to work their entire scheduled shift. Any employee finding it necessary to be tardy, absent or to depart work early must notify his/her supervisor in advance and within a reasonable amount of time, except when not reasonably possible, of their need to do so and the reason. In the case of tardiness, the employee should also provide an estimated time when they expect to arrive at work. In the case of early departure, the employee must receive express permission from an appropriate supervisor to depart early. If direct contact with an immediate supervisor has not been made, it is the sole responsibility of the employee to ensure that their notification has been received, acknowledged and permitted by the Employee's immediate supervisor, supervising dean or Vice President with

appropriate response from any such supervisor within a reasonable time.

2. If an Employee has available leave time and needs to leave for an emergency (see glossary definition - “Emergency Leave”), then permission is not required, but only notification to the appropriate supervisor, supervising dean or Vice President as soon as possible.
3. In the event of unexpected transportation breakdowns, severe storms or other similar catastrophes affecting an Employee’s travel, reasonable and directly related tardiness will be excused without charge against accumulated leave time and will not be subject to disciplinary action. Unexcused tardiness is tardiness for any reason not listed herein and is subject to charge against appropriate accumulated leave time and disciplinary action.
4. In the event an employee has an unexcused tardiness or will need to depart work early, the employee shall make every attempt to coordinate with their immediate supervisor to make up the appropriate amount of time, or it will be charged to their appropriate accumulated leave time. The final decision to allow the time to be made up and the time frame in which it shall be made up, if any, rests solely with the appropriate supervisor.
5. Unexcused absences (no-call, no-show) and unexcused departures qualify for disciplinary action as outlined in this contract and will be charged against appropriate accumulated leave time.

Article I - Discipline and Discharge

1. All employees covered by the Agreement shall have the right to Union representation in disciplinary matters. The policy of corrective disciplinary action shall be followed to the greatest extent practical when imposing discipline on an employee.
2. Unless otherwise agreed to by the Parties or as otherwise set forth herein, in the discipline of an Employee, the following progressive steps shall be taken in the order in which they appear below.

Step I	Oral Reprimand
Step II	Written Reprimand
Step III	Suspension with written notice
Step IV	Discharge

3. The Employer need not follow Step I or Step II of the progressive disciplinary steps set forth in paragraph (2) above prior to instituting an immediate suspension or suspension without pay for misconduct that involves: (a) a violation of the law that affects College operations; (b) discriminatory behavior that impacts College operations; or (c) conduct that endangers the safety or well-being of oneself or others on campus. The Employer need not follow Step I, Step II or Step III of the progressive disciplinary steps set forth in paragraph (2) above prior to immediate termination for the misconduct outlined above. However, the facts and circumstances of each situation will determine what action, up to and including suspension without pay and/or termination of employment, is appropriate. The particular facts and circumstances of each situation will also dictate what appropriate Step of the Disciplinary Process is applicable, including accelerating to a step III progressive step to initiate disciplinary action and conducting a pre-suspension and/or pre-termination *Loudermill* hearing.

The decision to suspend, suspend without pay and/or terminate an Employee shall be made in consultation with Human Resources and the Union, and will generally follow the existing assessment/investigation process, except in appropriate or egregious situations. In each of the situations above, however, the Employer must conduct a pre-disciplinary *Loudermill* hearing prior to initiating such suspension or termination. Disputes as to charges and/or discipline issued are subject to the Grievance/Arbitration procedures of this Agreement.

4. Except as set forth in paragraph 3 above, in cases where an Employee's continued presence on the job will constitute a clear danger to that Employee, other college personnel, or the health or safety of the public, the College may at any time require that employee to not report to work, with pay and fringe benefits.
5. If the Employer has reason to reprimand an employee, this shall, insofar as practicable, be done in a manner that will not embarrass the employee before other college personnel or the public.
6. Except as set forth in paragraph 3 above, no employee will be disciplined or discharged or formally reprimanded without just cause, and the Employer will immediately notify the Union in writing of any discipline or discharge.
7. Except as set forth in paragraph 3 above, no Employee who has completed the probationary period will be disciplined or discharged more than twenty (20) working days after the Employer receives actual verbal or written notice of the occurrence or act giving rise to such discipline.
8. From and after the date of the ratification of this Agreement, in imposing subsequent discipline steps, the employer shall take into account only those actions that have occurred within the immediate prior twelve (12) months for any prior Step I or II discipline, and within the immediate prior two years for any prior Step III discipline, which actions shall collectively be referred to herein as "active disciplinary action"
9. Shift, job assignment, transfers, or reassignments shall not be made for the purpose of imposing discipline.

Article J - Employee Status

1. A new employee will be on probation for the shorter of six (6) months or the period provided in the College Policy Manual, and may be terminated during the probationary period for any, or no reason, without recourse to the grievance procedure hereunder. In special circumstances, the College and the Union can meet to discuss extending an individual's probationary period.
2. To the greatest extent practical, any changes in an employee's status (including salary, job title, work schedule, job descriptions as filed with the Columbia County Civil Service Commission, duties, benefits, transfers, etc.) will be sent in writing to the Employee concerned, the Union and the College President at least thirty (30) working days prior to such changes. This time limit may be waived by mutual consent of the parties referenced above.
3. Temporary Staff Members may be employed in cases where it is known that a full-time position will be vacant for a period not to exceed one (1) year (extendible to cover leave extensions) or when a position is made available through grant-in-aid or similar funding.

Article K - Promotion/Filling of Competitive Class Vacancies

The normal procedure utilized by the Columbia County Civil Service Commission will guide in promotion and filling of competitive class vacancies.

Article L - Promotion/Filling of Non-Competitive Class Vacancies

Whenever appropriate, the College shall follow a policy of internal promotion. In order to be eligible for promotion, the hiring Administrator shall determine whether an employee meets the minimum requirements of the job. Seniority, education, training, active disciplinary action and relevant experience will be the major factors in making the determination of whether the internal candidate meets the minimum requirements of the job. Nothing in this article is to be construed as binding the College to select persons from within the Unit where there is no internal candidate who meets the above minimum requirements and qualifications of the posted job. Regardless of the availability of an internal candidate who meets the minimum requirements and qualifications of the posted job, the College may seek and hire outside candidates who demonstrate clearly superior qualifications.

Article M - Consolidation, Furlough or Elimination of Jobs

1. Service of any Union member covered by this agreement may be terminated in the event of financial or program retrenchment or other reason. In any consideration of job elimination on account of financial or program retrenchment or other reasons, seniority within the particular department will prevail so long as the Employee with seniority meets the minimum educational, training and relevant experience requirements of the job. In the event a position is consolidated or eliminated, any impacted Employee will be able to bump to another position within their particular department that is equal to or lower than their current position based on seniority, provided the Employee meets the minimum educational, training and relevant experience requirements of the job. In the event of any consolidation or elimination of more than two jobs within one department, the Union shall be notified in writing twenty (20) working days prior to any implementation of such change. Such persons displaced would then have priority in the event of reinstatement of the position for a one (1) year period.
2. Employees may be furloughed or partially furloughed on a non-permanent basis, based on financial reasons, at the Employer's discretion. The Employer will provide a statement of explanation to the Union President regarding a potential furlough and which employees are expected to be subject to a furlough at least 30 days in advance. The Employer may update such statement and list of employees as needed.
 - a. Procedures
 1. At least thirty (30) days' notice must be provided to any identified employee prior to a furlough or partial furlough, and when practicable, a longer notice will be provided. The notice will indicate the date a furlough is to begin. A partial furlough notice will also indicate the days of the week that the employee will be furloughed.
 2. During a furlough, employees will not report to work. Employees will be

notified by the Employer of the date that they are expected to return to work. The Employer may extend a furlough based on financial reasons and must promptly notify employees of any changes to the return-to-work date. However, a furlough will not exceed six (6) months for any individual employee, except as described in subsection (A)(5) below.

3. During a partial furlough, employees will not report to work on the days of the week that they are scheduled to be furloughed. Employees will be notified by the Employer of the days of the week that they are partially furloughed. Partial furloughs will not exceed six (6) months for any individual employee.
 4. The Employer will first separate those non-permanent and/or part-time employees who perform similar work as permanent employees potentially subject to furlough and/or partial furlough prior to furloughing any permanent employee. The Employer will make a good faith effort to consider seniority in the decision to furlough and/or partially furlough permanent employees who perform similar work.
 5. The Employer agrees to canvass employees for voluntary furloughs and/or partial furloughs prior to mandating furloughs of employees. However, the College reserves the right not to accept a voluntary furlough request from an employee for operational related reasons.
 6. If during or at the end of a furlough period, a consolidation or elimination of positions is necessary, the Employer must follow the provisions of the CBA.
- b. Terms of Furlough and/or Partial Furlough
1. During a furlough, employees will not receive compensation from the Employer, except as provided by this Section.
 2. All employees that are partially furloughed will maintain all full-time benefits that they currently receive, less the hours/days they are furloughed.
 3. During a furlough, the Employer will pay both the Employer's share and the employee's share of health insurance premiums if the employee is enrolled at the time of a furlough. Upon return to work, the employee must repay the employee's share of the health insurance premiums. The employee shall be placed on a repayment plan allowing for repayment in an amount not to exceed \$50.00 a pay period unless the employee agrees to a greater amount. If an employee does not return to work from a furlough, the employee must repay the employee's share of the health insurance premiums upon separation and such amount may be deducted from the employee's final paycheck.
 4. Employees will continue to accrue leave based upon the employee's actual hours worked while on furlough. Employees will not be eligible to use any accrued leave during a furlough. Partially furloughed employees may use accrued leave for days not indicated as furlough days by the Employer.
 5. Employees will continue to earn seniority and service credit during a furlough or partial furlough, for purposes of vacation accruals and longevity, as long as the employee returns to work.
 6. Other than the compensation described in this article, employees on furlough will not be eligible for any other compensation under the collective bargaining

agreement. B.3 is not applicable to employees on partial furlough.

7. The Employer agrees not to contest a furloughed or partially furloughed employee's application for unemployment benefits. Because the furlough cannot exceed six (6) months as set forth herein, the Employer agrees to take all necessary actions, so employees do not have to meet job search requirements in order to qualify for unemployment. The Employer's compliance with this provision does not guarantee an award of unemployment benefits.

Article N - Changes in Job Specifications

1. Whenever the specifications of any existing position or title are changed, the College, after consultations with the Union, may designate new specifications for the position or title. The new specifications for any new and/or existing position must be signed off by the College President, Contract Administrator, Appropriate supervising Dean or Vice President and the Union President.
2. Whenever job specifications are changed, if less than 50% of the current duties are changed, then that position must remain a union represented position.
3. The College shall consult with the Union thirty (30) working days prior to the implementation of any proposed changes in job specifications, unless such situation is an emergency and such changes are temporary in nature, in which event such 30-day period may be reasonably shortened.
4. If the specifications for the position have materially changed, then the Parties shall meet to discuss an appropriate rate of compensation for the position.

Article O - New Positions

If the College henceforth proposes to create a non-academic, non-supervisory position not expressly described by the title in the recognition clause, the College will give the Union twenty (20) working days written notice prior to actually creating the proposed position and, if the Union desires, will consult with the Union so that the Parties may endeavor to reach agreement concerning unit inclusion or exclusion and, if inclusion, the position's appropriate rate of pay and other terms, if any, not covered by the collective bargaining agreement.

Article P - Temporary Assignments

Any permanent employee temporarily assigned to work in a higher classification shall be paid the wage rate established for that job, or if a permanent employee is temporarily assigned to a lower or the same classification, his or her own wage rate, or whichever one is higher, shall be paid. A temporary assignment is defined as more than one week but less than ten (10) months inclusive of normal vacation time.

Article Q - Seniority

1. At the time when an Employee's appointment with the College becomes permanent, seniority will be established on the employee's "length of service since date of hire". All services, except for breaks in continuous services not covered by leaves of

absence, shall be included in this determination. When the above definition conflicts with Columbia County Civil Service Rules, an alternative seniority list will be established for utilization in Civil Service action based on Civil Service requirements.

2. When a dispute arises between two or more temporary employees concerning a section of this Agreement where seniority would ordinarily be controlling, the dispute shall be resolved by considering the length of college employment of said employees.
3. Should a vacancy occur in a maintenance or security position, employees on other shifts shall, if fully qualified to perform the work, be permitted to request transfer into the vacancy on a seniority basis.

Article R - Permanent Transfers

1. Permanent lateral transfers may be made as determined by the employer within the competitive or non-competitive classification. If a vacancy resulting from such transfer is to be filled on a permanent basis, Article I or Article J of this Section shall apply. Transfer shall firstly be on a voluntary basis.
2. In cases of voluntary transfers involving more than one employee, the employee with the greatest seniority who has the minimum educational, training and relevant experience requirements of the job will be transferred.
3. In cases of involuntary transfers, the employee(s) with the lowest seniority will be transferred first.
4. Voluntary transfers may be requested in cases where no vacancy exists. Such transfers may be approved provided a mutuality of interest exists on the part of all employees and supervisors concerned.
5. Employees who may be affected by the procedure in Article P.3 shall be notified in writing, with the reasons for transfers, twenty (20) working days prior to any change taking place.
6. Whenever the opportunity for transfers exists, the Employer shall designate a Union bulletin board for the Union's use in posting notices, and the Employer shall notify the various work areas by email and via the intranet.
7. A union member who moves into a different job, will keep his/her same pay rate or pay rate of the new position, whichever is higher

Article S - Leave Replacements

When a temporary vacancy is filled by a permanent employee and that temporary vacancy is ended by the return of the employee whose leave created the vacancy, the permanent employee who filled the temporary vacancy may return to his/her permanent position. The vacancy created by the transfer of the permanent employee shall not be posted for bid, but may be filled by involuntary transfer or employment of temporary employees. A permanent employee bidding into a temporary position will be paid the rate of the temporary position.

SECTION V - LEAVE ENTITLEMENTS

Article A - Holidays

1. All employees shall receive the following paid holidays:
 - New Year's Day
 - Martin Luther King's Birthday Observance
 - President's Day Observance
 - Memorial Day Observance
 - Independence Day
 - Juneteenth (June 19) Observance
 - Labor Day Observance
 - Veteran's Day (to be used per Paragraph 3 below)
 - Thanksgiving Day
 - Christmas Day
2. When a holiday falls on Saturday, the previous Friday shall be observed; when a holiday falls on Sunday, the following Monday shall be observed.
3. The College shall be closed from the day before Christmas through the New Year's observance. Each employee shall use the Veteran's Day holiday for what would otherwise be the first working day after the Christmas observance.
4. The College shall be closed on the day before and the day after Thanksgiving.
5. In the event an employee is required to work on a holiday, he-she shall receive one and one-half (1 1/2) times his/her hourly rate. The employee will also receive a full vacation day for working more than ½ of a normal day and will receive ½ a vacation day for working ½ or less of a normal day.
6. Where the needs of the College calendar conflict with the above days, the Employer will consult with the Union prior to designating a substitute holiday.
7. The College will be closed for a Mid-Summer Recess during the week that July 4th occurs. Examples: if July 4th is a Saturday, the College will be closed from June 29-July 3; if July 4th is a Sunday, the College will be closed July 5-9th.
8. Whenever the Academic Calendar includes holidays not listed above, the College and the Union will meet to discuss whether the College will be closed for all employees.

Article B - Leave Units

All leave units for sick and vacation time shall be taken in minimum units of one-quarter (1/4) hour. All leave units for personal and bereavement time shall be taken in minimum units of one-half day. See Memorandum of Agreement, dated January 28, 2021, attached as Exhibit A.

Article C - Sick Leave

1. Each full-time employee shall receive one (1) working day of sick leave for each one month of permanent service, which will be credited on the first day of the following month in which such service was completed. Employees working a ten (10) month schedule shall receive one (1) working day of sick leave for each one month of

permanent service, which will be credited as set forth above except for the months of July and August. On August 31 of each year, unused sick leave shall be added to each employee's previous accumulation. Such accumulation shall be unlimited; however, use of any accumulation over one hundred and fifty (150) days shall be limited to catastrophic illness which impairs the Employees ability to perform the customary daily work activities and duties as confirmed by a medical professional.

2. Sick leave does not require the pre-approval of a supervisor. However, an Employee who intends to take “pre-planned” sick leave shall, to the greatest extent practical, give advance notice to the Employee’s immediate supervisor.
3. An employee may use accumulated sick leave when necessary to attend to the illness of a spouse, child, parent or member of the immediate household in accordance with the eligibility requirements of the Family Medical Leave Act.
4. The President may, in special circumstances, grant employees (other than persons having temporary appointments) sick leave with pay beyond the employee entitlement, not to exceed an additional twenty (20) days, without setting any precedent.
5. Where an employee has demonstrated a pattern of sick leave abuse during any twelve month period, the employee shall be counseled by the supervisor and/or department head. The College shall notify the employee and the Union in writing that the employee may be required to provide a Doctor's certificate if the pattern of sick leave abuse continues. An Employee who fails to provide a Doctor's certification of sickness may be subject to the appropriate disciplinary steps of this Agreement.

Article D - Personal Leave

1. Employees shall be allowed four (4) personal days per year. Maintenance employees shall be allowed five (5) personal days per year. Personal leave may be used before and/or after a vacation day or holiday.
2. Two personal days shall be credited on September 1 and two personal days for non-maintenance employees and three personal days for maintenance employees shall be credited on February 1.
3. Personal leave is not cumulative beyond the end of the College fiscal year ending August 31; unused personal leave shall be credited to the employee's accumulated sick leave at the end of each fiscal year.

Article E - Bereavement Leave

1. An employee will be entitled to a paid leave of absence to a maximum of four (4) days, as actually needed and used by the employee, for funeral arrangements or attendance due to death of his/her father (natural, step or foster), mother (natural, step or foster), father-in-law, mother-in-law, brother, sister, wife, husband, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent, or significant other. Bereavement leave shall be available for each death. The College may grant one bereavement leave day for persons other than those listed above, after application to the Director of Human Resources.
2. If more time is needed during any specific bereavement period (due to travel time or any other legitimate reason), the employer shall allow the employee to draw from

personal or vacation leave credits. If the employee has no such leave credits the Employer may advance them to the employee to draw from either personal or vacation leave credits as the Employer so chooses, or Employer may allow the employee a leave of absence without pay in Employer's sole discretion.

Article F - Jury Duty

1. Any employee, regardless of his/her work shift, who is called for jury duty, and upon prior notification to the Employer, shall be excused from work for the days on which presence in court is actually required. The employee shall receive full pay for such day (s) of jury service. There shall be no charge to an employee's leave credits on those portions of the days he/she is required to serve or appear.
2. To qualify for this payment, the employee shall present proof of his/her required attendance.
3. When an employee serving on a jury panel is temporarily excused so that he/she is not required to be at court, the employee shall promptly return to employment at the College. If said employee chooses not to return to work, he/she must use accrued time for absence.

Article G - Military Leave

Any leave to perform temporary active duty with the Reserve or National Guard units will be granted in accordance with then existing applicable New York State and Federal law.

Article H - Leaves Without Pay

1. Leaves of absence without pay, not to exceed three (3) months, may be granted at the discretion of the Employer. Requests for such leave shall be filed by the employee with the appropriate Dean stating the reason and the expected duration of the proposed leave. The appropriate Dean shall respond, in writing, within seven (7) calendar days of the receipt of said request.
2. None of the above leave days shall be chargeable against any earned vacation days.
3. There shall be no accrual of sick leave entitlement or vacation entitlement on a leave without pay. Health insurance benefits will also not be carried unless paid for by the employee.
4. Leaves of absence for illness or injury may be granted upon application as in Article H(1) and shall not unreasonably be denied. Except in emergencies, the employee shall provide the Employer a written statement signed by his/her physician prior to the inception of the leave. The leave shall not exceed six (6) months but may, upon request, be extended or renewed, at the discretion of the College President.

Article I - Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Employment policies involving matters such as the commencement and duration of leave, the

availability of extension, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disability.

Employees may use accumulated sick leave for days they are totally disabled as determined by their physician's written notice. After such time, employees may use accumulated vacation, personal or compensatory time while on a maternity leave.

When the term of the disability ends, the employee may request an unpaid maternity leave of absence not to exceed one (1) year. Employees shall provide to the employer a statement from their physician confirming the beginning and termination of the temporary disability period.

Article J - Family and Medical Leave Act (FMLA)

Columbia-Greene Community College has implemented the requirements of the Family and Medical Leave Act of 1993 ("FMLA") as set forth in 29 U.S.C. 2601, et. seq. (as amended, from time to time). Any leave requested by an Employee under the FMLA shall be granted and provided in accordance with the then applicable sections of the FMLA.

Sick Time and FMLA – Any unpaid leave shall begin only after the Employee has exhausted his or her accumulated leave credits. After exhaustion of all accrued paid leave, then the Employee is eligible for unpaid FMLA leave.

The College uses the "rolling" method to calculate FMLA leave. Under the "rolling" method, the College looks back over the last 12-month period. Each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Article K - Union Business Leave

Officers and Stewards of the Union, who are designated to attend any convention, meeting, conference, or workshop sponsored by the Union shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, up to three (3) working days per year. Five (5) days prior notice to the employee's immediate supervisor shall be required.

Article L - Unused Leave Liquidation

1. Employees shall receive payment for any accumulated unused vacation leave when they are permanently separated from employment. The amount of payment for all unused vacation leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.
2. Employees shall be paid at the rate specified in paragraph 1 above for all accumulated sick leave (to a maximum of 90 days) when they are permanently

separated from College employment after at least ten years of service.

3. In the event of death, payment is to be made to the estate of the employee.

SECTION VI - VACATION

Article A - Vacation Entitlement

1. Vacation shall accrue semi-annually at the rate of one-half (1/2) the annual entitlement on the first day of the months of September and March.
2. All Employees may only use vacation time after it has accrued as provided above. A new employee may accrue but may not take vacation until after six (6) months service at the College.
3. Vacation shall be pro-rated for new employees at the College; and, at the rate of 10/12 of the annual entitlement for 10-month employees.
4. Employees shall request all vacation entitlement within a reasonable time in advance, and the appropriate supervisor shall respond to such request within a reasonable time in approving or disapproving such leave request.
5. Prior to September 1, 2023, vacation entitlement shall be governed by the terms of the prior Collective Bargaining Agreement in effect from September 1, 2017 – August 31, 2021. Commencing September 1, 2023, Employees shall earn vacation according to the following schedule:

1-2 years service:	10 work days	(2 ½ days per quarter)
3-4 years service:	12 work days	(3 days per quarter)
5-9 years service:	14 work days	(3 ½ days per quarter)
10-14 years service:	16 work days	(4 days per quarter)
15-19 years service:	18 work days	(4 ½ days per quarter)
20+ years service:	20 work days	(5 days per quarter)

6. For any employee who leaves the service of the College for any reason, including death, the employee or his/her estate shall be paid for all unused vacation time within two (2) pay periods, or as soon as practical thereafter in the event of death or other extenuating circumstances.

Article B - Associate/Tech II and Assistant/Tech I

All employees hired prior to September 1, 2023 and holding the title of Associate/Tech II as of August 31, 2023 shall receive two and one-half (2 1/2) additional days vacation semi-annually; and all employees hired prior to September 1, 2023 holding the title of Assistant/Tech I as of August 31, 2023 shall receive two (2) additional days vacation semi-annually in addition to the vacation entitlement listed in Section VI(A)(5) above. This provision shall not apply to any Employee hired on or after September 1, 2023.

Article A - Timing

1. All vacations shall be taken in the fiscal year during which the employee becomes entitled thereto, and no more than twelve (12) days of such vacation shall be carried over from one year to another. Any vacation carried over from one year to another will be reported to the Human Resources Department by the department head. In no instance will more than twelve (12) days vacation time be carried beyond the fiscal year except in special cases where individuals have been unable to take vacations due to scheduled work of the College and then only with the approval of the appropriate Dean and the President of the College. Unless the carry over is approved as above, the employee must be given the time off.
2. Total years of service to the College will be utilized as the criterion in the scheduling of preferred vacation time with a department.
3. Ten month employees must have the Supervising Dean's approval for vacation time off while classes are in session.

SECTION VII - FRINGE BENEFITS

Article A - Health Insurance Benefits

1. For the term of this agreement the Employer will continue in effect all existing insurance programs at the benefit levels presently in effect for those bargaining unit members who qualify under such programs.
2. In the event of a change of health insurance carriers or the election by the Employer or either County to self-insure any one or more of the coverage's provided, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Unions. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.
3. As of September 1, 2018, all employees shall contribute 20% of the annual premium cost, to a maximum annual contribution of \$1,000 for single coverage, \$2,000 for two person coverage, and \$3,000 for family coverage.
4. An employee shall be entitled to health insurance upon retirement from employment with the College upon the following terms and conditions:
 - a. To be eligible, the retiring employee must be the minimum qualifying age of 55 and must have been employed by the College according to the following date of hire and years of service:

If hired before September 2, 1986, ten (10) or more years.

If hired on or after September 2, 1986, fifteen (15) or more years.

If hired on or after September 4, 2007, twenty (20) or more years.

If hired on or after November 1, 2014, twenty-five (25) or more years.

- b. Any employee who retires under the 2017-2021 contract, as defined in Section VII, Article A, 4, a, ceases contributing toward health insurance upon retirement.

Any employee who has 30 or more years of service by September 1st, 2017, ceases contributing toward health insurance upon retirement regardless of what contract he or she retires under.

Any employee with fewer than 30 years of service by September 1, 2017, and who does not retire on or before August 31, 2021, contributes \$1,000 annually toward health insurance upon retirement.

Dependent coverage shall be available at full cost to the retiree.

The retiree's insurance coverage shall terminate with his/her obtaining such coverage in subsequent employment.

Retirees will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement.

5. Each employee eligible for health insurance coverage (except employees whose spouses are also eligible for coverage) may elect to refuse participation and provide for their own health insurance. The College will place \$40.00 in a trust account for each month that an employee is eligible but does not elect coverage and pay over such funds so accumulated to the employee by December 15 of each year or upon termination.

Those employees who waive coverage at time of hire and now choose to elect coverage, will be processed in the next annual open enrollment, if a qualifying event has not occurred (i.e.: marriage, birth, adoption of child, legal guardianship or involuntary loss of coverage).

6. Employees whose spouses are also employees of the College and are eligible for coverage may elect either two policies providing individual coverage or one policy with individual and dependent coverage.
7. The College shall provide full reimbursement for Medicare Part B premiums up to the current standard Part B premium established by the federal Medicare program annually for all employees hired before 1 November 2014. Employees hired on or after 1 November 2014 are not eligible for Medicare Part B premium reimbursement.

Article B - Dental Plan

The College shall make available to all employees a group dental plan. This plan shall include basic and orthodontic services.

1. The College shall pay 90% of the employee's premium for the plan.

2. The College shall pay 75% of the premium for all dependents in the plan.
3. In situations where both spouses are employees of the College, the College shall pay 90% of the premium for one employee and 75% of the premium for the second employee. If both spouses elected to get individual coverage, then the College shall pay 90% of the premium for each employee.

Article C - Eye Care Plan

The College shall make available to all employees a basic group eye care plan as provided by the NYS Business Council. This plan shall be paid in full by the College.

The parties agree to explore a better plan within 90-180 days following execution of this Agreement, provided such new plan has no additional cost to the College.

Article D - Term Life Insurance

The College, for the duration of this contract, shall offer to the employees a term life insurance policy equal to one times their annual salary capped at \$50,000. The College shall fund this benefit for all employees. Exact limitations, benefits, etc. shall be identified in the written policy, filed in the Personnel Office of the College.

Article E - Retirement Program

Provided the employee is eligible under the language of the particular plan, all employees shall be entitled to the benefits of either the New York State Teachers Retirement System (TRS), New York State Employees Retirement System (ERS), or the optional retirement program, as the case may be.

Absent extenuating or emergency circumstances, any Employee intending to voluntarily retire must provide no less than four (4) weeks written notice to the Administration of their intent to retire, but to the greatest extent practical an Employee shall provide 90 days written notice of the intent to retire. If four (4) week's notice is not provided, the effective date of such retirement will be four (4) weeks from the date any such notice is provided. If the Employee provides 90 days written notice of the intent to retire, within four (4) weeks of the receipt of such notice, the Employer will provide the Union with its non-binding intent regarding the Employee's vacated position. Employees will be notified of the existence of the above benefit options upon receipt of notice of the intent to retire. The benefits shall be Employer paid, except as consistent with New York State regulations.

Article F - Disability/Worker's Compensation

1. The Employer will, at no cost to any employee, provide benefits under the New York State Disability Benefit Law.
2. The Employer shall provide coverage under the Worker's Compensation Law of New York State.

Article G - Travel

1. When an employee is authorized to use and uses his/her own automobile on official College business, in lieu of public or College transportation, he/she shall be reimbursed at the established College rate.
2. Further, employees traveling on authorized College business may be reimbursed for meals up to the amounts set forth herein (\$15.00- breakfast; \$20.00 - lunch; \$30.00 – dinner increased annually on August 31 by the yearly CPI), bridge and parking; highway tolls; motel (if the business requires an overnight stay); and other reasonable expenses; upon presentation of receipts and including tips.
3. An employee shall in no way be prejudiced against for refusing to use his/her personal car on College business.

Article H - Uniform Assistance

1. The College currently provides maintenance employees with jeans, long sleeve shirts, short sleeve shirts and sweatshirts.
2. The College will keep a sufficient supply of uniforms available for maintenance employees as they may be required.
3. Cleaning of the uniforms is the responsibility of the employee.

Article I - Retiree Recognition

1. Retirees with 20 or more years of service will be recognized with their names on a plaque.
2. Retirees and their dependents may enroll on a space-available basis in credit and select non-credit courses, tuition free.
3. Retirees are eligible for the same extra curricula benefits (and ID cards when available) as current staff (e.g., reduced prices for events).

SECTION VIII - GRIEVANCE PROCEDURE

Article A - Settlement of Disputes

A grievance is defined as a dispute, claim or complaint involving the interpretation or application of a term or provision of this Agreement initiated by an employee, the Union or the Employer.

General Principles

1. The primary purpose of the grievance procedure is to secure, at the earliest step possible, equitable solutions to grievances. Proceedings under this section shall be kept as informal and confidential as may be appropriate, and progressive in nature commencing with Step One in Article B below.
2. In the event a grievant is unable to informally resolve a grievance at Step One as set forth in Article B below, he/she may thereafter be represented by the Union, or he/she may present the grievance without representation, but the adjustment of the grievance may not be inconsistent with the terms of the Agreement.

3. The failure to exhaust remedies under the grievance procedure or to abide by the time limits set forth in this section shall, unless expressly waived, constitute a conclusive waiver or abandonment of a grievance. However, settlement or abandonment of a grievance shall not constitute a precedent.
4. At any step, the failure of an administrator to communicate his/her decision as required by those procedures shall permit the Grievant and/or the Union to proceed to the next Step.
5. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, with time to be of the essence, and every effort made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.
6. If a grievance is filed on or after June 1, which if left unresolved could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible. Time limits must be agreed to in writing by both parties or the specified time frames in the contract will be binding.
7. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to Step Three set forth in Article B(3) below by service of a written notice on the College President (herein an "Article A(7) Notice" provided the Union first participate in a mandatory meeting with the appropriate Administration personnel to review and attempt to resolve both: (a) the issue of whether the grievance actually affects a group, policy or the entire organization; and (b) the grievance as a whole.
8. The parties to any Step Four hearing shall exchange a list of witnesses and copies of all exhibits expected or intended to be used at said hearing no less than three (3) business days prior to the date of the commencement of the hearing.

Article B - Grievance Procedure

1. Step One: An individual with a grievance shall commence the grievance by providing written notice of the nature of such grievance and a request to meet ("Request to Meet") with the Employee's appropriate administrative supervisor or his/her designated representative, the object being to resolve the grievance informally through discussion. Step I must be invoked within thirty (30) working days of the alleged event or action that is the basis of the grievance, and the informal meeting must occur within ten (10) business days of the service of the Request to Meet by the Employee. Step One shall be deemed completed on the 10th business day following service of the Request to Meet.
2. Step Two: If the grievance is not satisfactorily adjusted at Step One, or if no meeting occurs within ten (10) business days of the service of the written Request to Meet by the Employee, the aggrieved may invoke Step Two of the grievance procedure by submitting his/her grievance, in writing, to the Union. The Union or the grievant shall thereafter submit a formal written "Notice of Grievance" to the appropriate administrative supervisor (or to the employee's immediate supervisor) within eight (8) working days following the completion of Step One. The Contract Administrator shall decide the Step Two Grievance. The Union or the grievant may request a meeting with the Contract Administrator and the appropriate administrative supervisor or the immediate supervisor of the Employee prior to the Contract

Administrator making his/her decision on the grievance. The Contract Administrator shall issue a written decision on the grievance within five (5) working days following service of the Notice of Grievance. A grievance unanswered within the time period is deemed denied and permits the grievant to proceed. Step Two shall be deemed completed on the fourteenth (14th) business day following service of the Notice of Grievance.

3. **Step Three:** If the individual grievant or the Union desires to appeal the written decision or the unanswered grievance in Step Two of the Contract Administrator, then within five (5) working days of the completion of Step Two, a notice of appeal (herein the “Notice of Appeal”) in writing may be submitted to the President, and it shall set forth specifically the basis of the appeal. In the instance of an Article A(7) Notice, such Notice shall be served upon the College President within thirty (30) working days of the alleged event or action that is the basis of the grievance. The President or his/her representative shall, if requested, meet with the grievant and the Union Representative, if any, within ten (10) working days following the receipt of the Notice of Appeal or Article A(7) Notice. The President or his/her designee shall prepare a written Decision on the Appeal within fifteen (15) business days of the service of the Notice of Appeal or Article A(7) Notice. Step Three shall be deemed completed on the fifteenth (15th) business day following service of the Notice of Grievance.
4. **Step Four:** Within twenty (20) business days following the completion of Step Three, the Employee may invoke binding arbitration pursuant to the Rules of the Public Employment Relations Board (PERB). However, notwithstanding the foregoing, the Employee will invoke binding arbitration as soon as practical following completion of Step Three above.
5. Arbitration costs will be shared equally by the Union and the Employer.
6. The decision of the arbitrator shall be final and binding.

SECTION IX - MISCELLANEOUS

Article A - Procedure and Obligation

This Agreement may be amended or supplemented only by further written Agreement between the Employer (and sponsors) and the Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired; but the other Party will not be obliged to discuss or agree to such proposed amendment or supplement.

Article B - Maintenance of Benefits

Any benefit or benefits which are recognized by ordinance, regulation, or practice, presently enjoyed by the employees covered by this agreement shall continue to remain in force subject to the terms of the appropriate Articles of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement, such benefit will be retained and remain in force; however, the College may for just and reasonable cause, as determined by the College, revoke such benefits that are not specifically enumerated in the contract.

Article C - Coordination of Union Activities

Regular monthly meeting will be established between the President of the Union and the Contract Administrator to discuss items of importance.

Article D - Subcontracting

During the term of this Agreement, if the Employer intends to contract out or subcontract any work (1) while union employees who could do the work are on layoff; (2) that would result in any union employees getting laid off; or (3) that would leave a line item position vacant (unfilled) that could perform the subcontracted work; the Employer will give the Union ninety (90) days written notice of such intent and, if the Union so desires, will discuss the concept with the bargaining unit representative. Following reasonable efforts to contact a qualified laid off Employee, the Administration may contract out or subcontract any work to address an emergency at the College that is directly affecting the operational requirements of the College. There is no guarantee that a laid off Employee retained to address the emergency will continue to be employed by the College following the resolution of the emergency.

Article E - Non-Discrimination

The provision of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination.

Article F - Savings Clause

If any part of this Agreement shall be adjudged to be in violation of any law, or if adherence to or enforcement of any provision shall be restrained by a Court of Law, the remaining provisions of the Agreement shall not be affected.

Article G - Duration of Agreement

1. Except as otherwise stated, this Agreement shall become effective on September 1, 2021 and continue in full force and effect through August 31, 2026. This Agreement shall automatically renew itself for successive one year periods, unless, not later than January 1, 2026 or no later than the January immediately preceding a successive expiration day, either party gives the other a written notice that it elects to modify or terminate it.
2. In the event that such notice is given, this Agreement shall remain in full force and be effective during the period of negotiations and until a new agreement has been negotiated and implemented by the parties.

Signatures on the Following Page

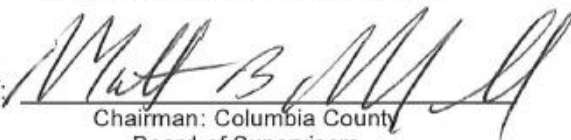
IN WITNESS WHEREOF the parties have caused this Agreement to be executed in the manner following:

COLUMBIA-GREENE COMMUNITY COLLEGE

BY: 
Chairman: Board of Trustees


BY: 
Chairman: Greene County Legislature

BY: 
President: Columbia-Greene
Community College

BY: 
Chairman: Columbia County
Board of Supervisors

**LOCAL 3662 AND COUNCIL 66
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

BY: 
Terri A. Bellanger, President, Local 3662

BY: 
Alex Catello, Labor Relations
Specialist, Council 66

ADDENDUM A

Article A - Wage Increases

Effective September 1, 2021, all returning bargaining unit employees hourly rates as of August 31, 2021 shall be increased by the sum of \$.93/hour.

Effective September 1, 2022, all returning bargaining unit employees hourly rates as of August 31, 2022 shall be increased by the sum of \$.99/hour.

Effective September 1, 2023, all returning bargaining unit employees hourly rates as of August 31, 2023 shall be increased by the sum of \$1.04/hour. In addition, all full-time staff, employed on or before September 1, 2021, shall receive a one-time increase of one percent (1%) computed on their base rate as of September 1, 2023.

Effective September 1, 2024, all returning bargaining unit employees hourly rates as of August 31, 2024 shall be increased by the sum of \$1.10/hour.

Effective September 1, 2025, all returning bargaining unit employees hourly rates as of August 31, 2025 shall be increased by the sum of \$1.10/hour.

ADDENDUM B

Minimum wages for all full-time ten (10) and twelve (12) month employees hired as of and after September 1, 2023, shall be as follows:

Title	Rate
Account Clerk	16.00
Cleaner	16.00
Senior Typist	16.30
Senior Clerk	16.30
Stenographer	16.30
Senior Library Clerk	16.30
General Mechanic	16.65
Building Maintenance Mechanic	18.40
Head Maintenance Worker	18.40
Assistant	16.65
Associate	18.40
Payroll Officer	18.40
Senior Associate	20.00

Management has the right to start new employees at rates higher than the listed minimums based on a new employee's experience, qualifications, etc. The union can also request a new employee be started at a rate higher than the listed minimums under the same circumstances.

ADDENDUM C

Article A - Educational Recognition

The Employer shall annually pay unit employees who have been awarded an approved degree or certificate, an educational recognition stipend based on the following schedule:

One Year Certificate - \$225

Bachelor's Degree - \$425

Associate's Degree - \$325

Master's Degree - \$525

Such an educational recognition stipend shall be added to the employee's basic rate of pay following completion of the degree or certificate and only at the level of the higher degree.

Article B - Computation of Annual Wage

The following computation will be used to determine the annual wage for twelve (12) month employees:

Hourly Rate x Hours per Day x # of Working Days

Example: \$16.00 x 7 hours x 260 days = \$29,120

Article C - Shift Differential

Second and third shift employees in maintenance, security, and switchboard, for services of at least 1/2 shift (4 hours) between the hours of 3:00 pm and 7:00 am shall receive, in addition to their regular pay for the period, an additional seventy-five cents (\$.75) per hour.

Article D - Recognition of Years of Service

Each staff will receive a longevity check starting at 10 years of service and continuing at 5 years intervals. Payment will be made on the next payroll following the employee's anniversary date.

Example: 10 years of service, \$500
15 years of service, \$750
20 years of service, \$1000
25 years of service, \$1250
30 years of service, \$1,500
35 years of service, \$1,750

Article E - Other (me too)

Both parties agree to a "me too" clause with other bargaining unit employees of the employer for a health plan superior to the benefits contained herein for the term of this Agreement. No health plan changes shall go into effect until all bargaining unit contracts of the employer have been finalized.

ADDENDUM D

Glossary of Terms

Academic year: Same timeframe as Academic Calendar

Administration: Full-Time Employee in Management, not a Faculty or Staff Member

Business days: Weekdays during which the College is open for and conducts business

Employer, College: Columbia-Greene Community College

Calendar year: January 1 through December 31

College President: C-GCC President

Department: The following represent the Departments of the College:

Marketing and Communications; Business Office; Buildings and Grounds; Dean of Academic Affairs; Arts and Humanities; Automotive; Natural Sciences; Medical Assisting; Nursing; Construction Technology; Library; Media Services; Student Success Center; College in the High School; Academic Advising; Information Technology; Institutional Research; Dean of Student Development; Admissions; Records and Registration

Emergency Leave: A serious unexpected situation or problem requiring immediate action for which preplanning was not possible.

Fiscal year: September 1 through August 31

Premium Rate: One and one-half (1 1/2) times the normal rate of pay

President: Staff Union President

Staff Member: Full-Time Employee, not in Management or Faculty

Tardy/Tardiness: Being late or the failure to call in or report regardless of the number of minutes

Union: Local 3662 & Council 66