

AGREEMENT

BETWEEN

The County of Clinton

The Board of Trustees of
Clinton Community College

The Non-Teaching/Professionals Coalition
of
Clinton Community College

SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2016

INDEX

| Article | Page |
|---|------|
| 1. Preamble | 1 |
| 2. Mandatory Legislative Clause (Section 204A - Taylor Law) | 1 |
| 3. Scope of Agreement | 1 |
| 4. Equal Opportunity Declaration | 1 |
| 5. Coalition Recognition/Status | 2 |
| 6. Management Rights | 3 |
| 7. Recruitment | 4 |
| 8. Appointment | 4 |
| 9. Evaluation | 6 |
| 10. Resignation | 6 |
| 11. Involuntary Termination | 7 |
| 12. Retrenchment or Reorganization of Positions | 7 |
| 13. Salaries | 7 |
| 14. Grievance Procedure | 8 |
| 15. Reporting of Absences | 11 |
| 16. Personal Leave | 11 |
| 17. Vacation Leave | 11 |
| 18. Sick Leave | 12 |
| 19. Holidays | 14 |
| 20. Religious Observances | 15 |
| 21. Maternity Leave | 15 |
| 22. Other Leaves (With Pay) | 15 |
| 23. Leave Policy (Without Pay) | 16 |
| 24. Interruption of College Operations | 16 |
| 25. Health Insurance | 17 |
| 26. Cafeteria Plan - Internal Revenue Code Section 125 | 19 |
| 27. Other Benefits | 19 |
| 28. Retirement | 20 |
| 29. Supplemental Retirement Annuity Program | 21 |
| 30. Outside Employment | 21 |
| 31. Copyright and Patent Procedures | 21 |
| 32. Personnel Files | 21 |
| 33. Credit Union..... | 22 |
| 34. Meals and Mileage | 22 |
| 35. Smoking | 22 |
| 36. Tuition Waiver | 22 |
| 37. Conflict of Interest | 23 |
| 38. Coalition Management Committee | 23 |
| 39. Savings Clause | 23 |
| 40. Contract Distribution | 23 |
| 41. Term and Procedures | 24 |
| Appendix A - Coalition Member Positions | |
| Appendix B - Settlement Agreement PERB Case No.: C-4975 | |
| Appendix C - Evaluations..... | |
| Appendix D - Job Descriptions | |

ARTICLE 1 - PREAMBLE

This agreement, effective the first day of September 2014, shall remain in force and effect through the thirty-first day of August 2016. Clinton County shall hereinafter be referred to as “the County” and Clinton Community College shall hereinafter be referred to as “the College.” The Non-Teaching/Professionals Coalition of Clinton Community College, an affiliate of School Administrators Association of New York State (SAANYS), shall hereinafter be referred to as the Coalition.

The parties agree that the College and the County are joint employers for all purposes, but that the College Board of Trustees has been designated by the Clinton County Legislature to be the exclusive representative of the employer for the purposes of negotiations, grievances, PERB matters and ratification of the collective bargaining agreement or modification thereof.

ARTICLE 2 - MANDATORY LEGISLATIVE CLAUSE (SECTION 204(A) OF THE TAYLOR LAW) IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODIES HAVE GIVEN APPROVAL.

ARTICLE 3 - SCOPE OF AGREEMENT

This Agreement is the entire agreement between the Employer and the Coalition; terminates all prior agreements and understandings not specifically covered under the terms of this Agreement and concludes all collective negotiations between the parties during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or other means. The Board and the Coalition agree to support jointly any legislative or administrative action necessary to implement the provisions of this Agreement.

ARTICLE 4 - EQUAL OPPORTUNITY DECLARATION

Clinton Community College is committed to equal opportunity in employment, admission and treatment for all qualified individuals without unlawful regard to race, color, creed, national origin, sex, age, marital status, disability, sexual orientation, veteran status or any other basis as prohibited by federal or New York State Law.

ARTICLE 5 - COALITION RECOGNITION/STATUS

5.1 The Employer hereby recognizes the Non-Teaching/Professional Coalition, a SAANY affiliate, as the exclusive collective bargaining representative of employees in the Coalition for the purpose of collective negotiations regarding wages, hours, and other terms and conditions of employment and in the resolution of grievances and of all lawful purposes under the laws of the State of New York. Such recognition shall remain in effect the maximum period permitted by law. The exclusive recognition stipulated above does not apply to positions supported by grant and or contract funds. All full-time and permanent part-time non-teaching/professional positions listed in Addendum A are included in the Coalition. The Human Resource Officer will provide a list of titles to the Coalition upon request.

5.2 The primary duty of Coalition members is to discharge the duties and responsibilities set forth in their official job description in an effective manner and in the way that is conducive to carrying out the overall mission of the College. Coalition members shall abide by the College's Policies and Procedures Manual, which are not in conflict with this agreement. Prior to implementation, the Employer must notify the Coalition President of any proposed changes to the College's Policies and Procedures Manual that may impact members of the Coalition.

5.3 Permanent part-time Coalition members in recognized titles, who are scheduled to work less than a full-time Coalition member, shall be included in the Coalition membership.

5.4 The Coalition affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.

5.5 The Coalition shall certify to the College, in writing, the current annual dues of the Coalition and provide the College with a Coalition approved voluntary dues deduction authorization form. The Coalition shall give the College not less than fifteen (15) calendar days' written notice prior to the effective days of any change in either annual dues or the authorization form.

5.6 The College agrees to deduct SAANYS and local share of the annual dues of the Coalition from the salary of a Coalition member who voluntarily authorizes the same, in writing, on forms prescribed by the Coalition. Deductions shall be equal to the annual or prorated dues of the Coalition divided by the number of pay periods remaining between date of employment and last payroll period prior to June 1 following filing of the authorization. Dues shall be deducted over the number of pay periods between September 1 and June 1. The College shall, within three (3) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Coalition or its designee.

5.6.1 The Coalition shall indemnify and hold harmless the College and its officials and employees from any cause of action, claim, loss or damages from employees pursuant to Section 5.6 of this Article.

5.7 The Coalition shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York, as may be amended. Deductions shall take effect for the first full pay period of the fiscal year.

5.8 Coalition representatives shall have the right to transact Coalition business on College premises at any reasonable time, provided it does not interfere with the work obligation of any employee of the College.

5.9 The Coalition, or its representatives, shall be permitted to transact official Coalition business on College property during non-working hours. The Coalition will make advance arrangements with the College pursuant to current procedures for room reservations.

Both parties will make every effort to have hearings, meetings, and proceedings scheduled so as to minimize disruptions of administrative functions, or with college operations.

5.10 The Coalition shall have the right to post notices of its activities and matters of Coalition concern on Coalition bulletin boards. The College will provide the bulletin boards. The Coalition may use the intra-campus mail service to distribute its communications.

5.11 Authorized spokespersons for the Employer and the Coalition shall meet at the request of either party to discuss matters related to the operation of the Agreement. Said request shall be in writing and shall clearly state the subject matter or matters to be discussed. Other meetings may be held by mutual consent of the parties. Any decision resulting from said discussion shall be reduced to writing and shall become operative when signed by the presidents of the Coalition and the College or College President's designee and thereafter shall be binding on the parties, unless required to be ratified by the General Membership of the Coalition and/or the Board of Trustees of the College.

5.12 Coalition members will be required to participate in Professional Development Day, Commencement activities as in the past, and mandated training.

5.13 Full time Coalition members may be required to teach a credit course upon the agreement of the College, the employee, and the Coalition. In these circumstances, normal and ordinary tasks will be reduced for periods of such instruction so that the individual employee's workweek will not be extended by teaching assignments.

5.14 There will be no reprisals of any kind taken against any member of the Association by reason of his or her membership, participation in, support or representation of the Coalition.

5.15 The Coalition President shall be provided with one copy of the official minutes of each meeting of the Board of Trustees upon preparation.

ARTICLE 6 - MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the College hereby retain and reserve unto themselves all rights, power, authority, duties, and responsibilities conferred and invested in them by law and, the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations and policies that are not inconsistent with this Collective Bargaining Agreement.

ARTICLE 7 - RECRUITMENT

7.1 All position vacancy(ies) or newly created position(s) (other than a temporary position or for reassignments due to position retrenchment or consolidation) shall be posted outside the Human Resources Office and given or e-mailed to the President of the Coalition prior to the advertisement of such position(s). This does not include faculty positions. A copy of an announcement e-mailed to the Coalition President shall be considered sufficient delivery.

7.2 The position announcements shall contain a job description, amount of compensation (if specified) and an outline of required and desired qualifications.

7.3 Job descriptions for the Coalition Member Positions will be attached to the collective bargaining agreement. The Coalition recognizes the College's right to change, amend or modify the job descriptions.

ARTICLE 8 - APPOINTMENT

8.1 All appointments to positions covered by this Agreement shall be titled according to the list of positions found in Addendum A. Any newly created position title that is determined either by mutual agreement or by PERB to be a position covered by the Coalition and is not listed in Addendum A shall be added.

8.2 Each of the first five (5) years of service of the Coalition member shall be a one-year appointment.

8.3 After the completion of the first five (5) years, a Coalition member shall be eligible for a five (5) year appointment, if granted by the Board of Trustees.

8.4 After the completion of the first ten (10) years, a Coalition member shall be eligible for additional five (5) year appointments, if granted by the Board.

8.5 If the Coalition member is not going to be reappointed at the end of a term, the College must provide at least three (3) months' notice of such non-reappointment. If a Coalition member is not going to be reappointed after ten (10) years, the College must provide at least six (6) months' notice of such non-reappointment.

8.6 The decision to grant the first five (5) one-year appointments or any subsequent re-appointments, from one (1) year to five (5) years, shall be the decision of the Board and not subject to arbitration; however, a Coalition member denied a re-appointment is entitled, upon request, to make a personal presentation to the Board in Executive Session with respect to such decision.

8.7 A Coalition member who is denied a term reappointment, from one (1) year to five (5) years, after serving ten (10) or more years of employment with the College shall have the right to challenge such Board decision pursuant to the following procedure: the Coalition member for whom the Board of Trustees will not grant subsequent re-appointments, from one (1) year to five (5) years, shall have

written notice thereof provided to him or her pursuant to Article 8.5. Upon receipt of such notice, the Coalition member shall have fifteen (15) days from receipt of such notification letter to request a hearing on the Board of Trustees' decision. The hearing shall be held by the Board of Trustees or by a person designed by the board who is not an employee or agent of the college for that purpose. In the case of a person so designated, he or she shall for the purpose of such hearing, be vested with all the powers of the Board of Trustees and shall make a record of such hearing which shall with his or her recommendations, be referred to the Board of Trustees for its review and decision. The recommendations and the decision of the designated hearing officer will be advisory to the Board of Trustees. The person holding such hearing shall upon the request of the Coalition member, permit him or her to be represented by counsel, or by a representative of the Coalition, and shall allow him or her to summon witnesses in his or her own behalf. The purpose of the hearing will be to determine whether the decision of the Board of Trustees not to grant subsequent reappointment from one (1) year to five (5) years is a decision based on legitimate business and educational concerns. The hearing officer will decide whether such decision is arbitrary and capricious. If the hearing officer finds that the decision of the Board of Trustees not to grant a reappointment is arbitrary and capricious, the hearing officer will recommend that the Coalition member be reappointed for a one (1) to five (5) year term. If the hearing officer decides that the Board of Trustees decision not to grant subsequent re-appointments from (1) to five (5) years was not arbitrary and capricious, the hearing officer will recommend that the Board of Trustees' decision stand. The burden of proving that the decision of the Board of Trustees was not arbitrary and capricious shall rest with the College. Compliance with technical rules of evidence shall not be required.

8.8 Appointments for part-time members shall not exceed one year.

8.9 Part-time Coalition members shall be defined as members who are hired to work less than 1500 hours per year and less than full-time.

8.10 Temporary Appointment - The circumstances for which temporary appointments are made include the following:

8.10.1 A temporary appointment may be made to a permanent Coalition position, which is encumbered by another employee who may be on leave or for other reasons. Additionally, a temporary appointment may be made to a temporary position. Temporary appointment will be for one (1) year or less and may be extended with the approval of the President and the Board of Trustees. Should the individual who performed the duties of a temporary appointment be appointed to the regular appointment, his/her service shall be calculated retroactive to the initial temporary appointment for purposes of longevity, reappointment, and seniority.

8.10.2 A temporary appointment to a Coalition position will not be afforded any rights under this Agreement and will not be subject to membership responsibilities.

8.10.3 A Coalition member in a temporary non-Coalition position will not lose their Coalition status and will be afforded all rights under this Agreement and will be subject to membership responsibilities.

8.10.4 Part-time Coalition members appointed to full-time Coalition positions, without incurring a break in service, shall carry over the balance of all accrued leave time earned while in the part-time position.

8.11 Salary Periods and Appointment Year

8.11.1 Salaries of members of the Coalition will be paid biweekly on dates determined by the employer.

8.11.2 Appointment Year - The appointment year will commence on September 1 each year and end on August 31 of the following year unless terms and conditions of their appointment provide otherwise.

An appointment for less than twelve months shall be prorated for salary, vacation and other benefits based on Coalition member's annual salary.

ARTICLE 9 — EVALUATION

Coalition members shall receive an annual written evaluation from their immediate supervisor. Before any evaluation is placed in the Coalition member's file, a conference shall be held to discuss the evaluation. The Coalition member shall have the right to respond in writing to the evaluation and that response shall become a part of the document. Evaluations shall become a part of the Coalition member's only personnel file.

ARTICLE 10 - RESIGNATION

10.1 A Coalition member desiring to terminate his/her employment with the College may do so upon submission of written notice to the President of the College, with a copy to his/her immediate supervisor. Such notice should allow sufficient time in order to provide the continuation of College services.

10.2 The Coalition member who resigns, retires or fails to return from an extended paid or unpaid leave, without providing an acceptable explanation to the President, shall be considered to have voluntarily terminated his/her employment.

10.3 The following terminal benefits are available for Coalition members who voluntarily terminate their services with the College:

Health Insurance: The Coalition member and his/her family will be covered to the end of the month in which they are removed from the payroll.

Vacation Accruals: The College will pay the Coalition member at his/her regular salary rate for all accrued vacation as of the last day worked.

Sick Pay: The College will pay the Coalition member their sick pay accrual in accordance with Section 18.4 of this Agreement.

ARTICLE 11- INVOLUNTARY TERMINATION

11.1 Notification Related to Involuntary Termination - For a Coalition member on term appointment facing involuntary termination based on performance, the College must provide at least three (3) months notification of termination. Compensation in lieu of notification may be given, prorated to the Coalition member's salary.

11.2 In the event of a disciplinary action or the termination for cause of a Coalition member on term appointment, the procedure, if requested by the Coalition member, shall be initiated at Stage Two of the grievance procedure by grievance filed in the Human Resource Office within seven (7) calendar days of the disciplinary action, or notice thereof whichever is sooner.

ARTICLE 12 - RETRENCHMENT OR REORGANIZATION OF POSITIONS For reasons that the President and the Board of Trustees deem appropriate, Coalition positions may be eliminated due to retrenchment or reorganization.

12.1 Reassignment/Layoff When a Coalition position is to be eliminated due to retrenchment or reorganization, the least senior Coalition member who holds that position will be placed in a vacant Coalition position for which he or she is qualified as determined by the President in accordance with a current approved job description for the vacant position. Reassignment in these circumstances may be made by the President and will not require a recruitment effort. The President may solicit ideas from the President of the Coalition or a designee. The College will also support staff development activities to help the individual succeed in his/her new assignment. If no position for which the member is judged qualified is vacant, layoff shall occur. The President's decision to place a Coalition member in a different or vacant position is not arbitrable.

12.2 Notification Related to Retrenchment or Reorganization of Positions for a Coalition member facing elimination of his/her position due to retrenchment or reorganization, the College must provide written notification at least three (3) months prior to the elimination of the position. At the College's option compensation in lieu of working the full three-month period may be given, prorated to Coalition member's salary.

12.3 Reinstatement If a Coalition position is reinstated within a two-year period, the member who previously held that position shall be reinstated in that position, with previous seniority (at the time of layoff) credited upon reemployment.

ARTICLE 13 - SALARIES

13.1 All full-time and part-time Coalition members who have at least six (6) months of continuous service within their current bargaining unit position as of the dates listed below shall receive the following salary increases: (Coalition members' salaries as of August 31 of each year shall be used for calculation of the next year's salaries.)

Effective September 1, 2014 – 1.25%

Effective September 1, 2015 – 1.25%

Moreover, the Coalition will be provided the opportunity to take the total payment of the 1.25% salary increase for the entire Coalition Unit in each year of the two year Agreement and apply increased within that total 1.25% to be divided equally among current eligible members.

However, the distribution of the total 1.25% pool of money in each year of the new Agreement will be subject to the approval of the Board of Trustees.

13.2 Full-time Coalition members will receive longevity increments added to their base salary starting September 1, 2000 as follows:

Upon completion of 10 years of full-time service - \$1,000.00

Upon completion of 15 years of full-time service - \$1,000.00 (total \$2,000.00)

Upon completion of 20 years of full-time service - \$1,000.00 (total \$3,000.00)

ARTICLE 14- GRIEVANCE PROCEDURE

Declaration of Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the members of the Coalition through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

14.1 Definitions - The following definitions apply to the grievance procedure only.

14.1.1 Grievance is a claim by any member or group of members within the Coalition based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.

14.1.2 President is the President of the College.

14.1.3 Coalition shall mean Non-Teaching/Professionals Coalition of Clinton Community College, a SAANYS affiliate.

14.1.4 An aggrieved Party shall mean the Coalition, any member or group of members within the Coalition.

14.1.5 Human Resource Officer shall mean the person directly responsible for administering the Human Resource Office.

14.1.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

14.1.7 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and Holidays.

14.2 Procedures

14.2.1 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

14.2.2 All decisions shall be rendered in writing at each step of the grievance procedure with supporting reasons therefore. Each decision shall be timely transmitted to the aggrieved party and the Coalition.

14.2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.

14.2.4 The parties agree to facilitate any investigation, which may be required, and to make available documents, communication and records relevant to the grievance.

14.2.5 The grievant has the right to be represented by the Coalition.

14.2.6 Fowls for filing grievances will be provided by the Coalition.

14.2.7 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is not inconsistent with the terms of this Agreement, and the Coalition has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final.

14.3 Time Limits

14.3.1 The time limits specified for either party may be extended only by mutual agreement.

14.3.2 No written grievance will be entertained, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within fifteen (15) workdays after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.

14.3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.

14.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Coalition within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

14.4 Stages of Grievance Procedure

Stage 1

14.4.1 The grievance shall be reduced to writing and presented to the Human Resource Officer. Within fifteen (15) workdays after the written grievance is presented to the Human Resource Officer, a decision shall be rendered thereon, in writing, and presented to the aggrieved party and the Coalition.

Stage 2

14.4.2 If the Coalition is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further, the Coalition shall, within fifteen (15) work days, file a written appeal of the decision with the President with a copy to the Human Resource Officer, submitting copies of the decision with the appeal.

14.4.3 Within fifteen (15) work days after receipt of the appeal, the President or a duly authorized representative shall hold a meeting with the Coalition representative.

14.4.4 The President or a designated representative shall render a decision in writing to the Coalition's representative within fifteen (15) workdays after the conclusion of the meeting.

Stage 3

14.4.5 If the Coalition is not satisfied with the decision at Stage 2 and wishes to proceed further the Coalition may, within fifteen (15) workdays of receipt of the decision of Stage 2, submit the matter to arbitration by written demand for arbitration to the next arbitrator on the list with a copy to the Human Resource Officer. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the Public Employment Relations Board in all matters related thereto.

14.4.6 The parties agree to a permanent list of rotating arbitrators, who shall be rotated as follows:

1. Leonard Kershaw
2. Peter Prosper
3. Jeffrey Selchick

14.4.7 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.

14.4.8 The Arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision, which requires the commission of an act prohibited by law.

14.4.9 The decision of the Arbitrator shall be final and binding upon all parties.

14.4.10 All costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the College and the Coalition.

ARTICLE 15 - REPORTING OF ABSENCES

Coalition members shall be required to notify their immediate supervisor of their absences and the reason therefore on the appropriate form. Coalition members will not be absent from campus on vacation or on personal days, excluding emergency, the two weeks prior to the Fall and Spring semesters and the first week of the Fall and Spring semesters. An exception may be granted by the President of the College.

ARTICLE 16 - PERSONAL LEAVE

16.1 Three (3) days of leave for personal business or religious observance shall be allowed for each contract year for full-time Coalition members. For part-time Coalition members, if a part-time Coalition member is contracted to work 910 or more hours per academic year, the member is entitled to 10 hours of leave for personal business or religious observance. If the part-time Coalition member is contracted to work less than 910 hours per academic year, no personal time will be given. Personal leave for part-time employees must not be used in less than 1 hour increments.

16.2 Request for personal leave time must be reported to the supervisor and approved four (4) calendar days in advance of the leave. In cases of emergency, shorter notice may be submitted with the emergency stated, and the supervisor may grant such leave in his/her sole discretion based on the needs of the Department and the College. A Supervisor's consent will not be unreasonably withheld.

16.3 Personal leave days may not be used to extend a vacation, holiday, or school recess, except in cases of emergency.

16.4 Personal leave days will not accrue from year to year, but if not used during the contract year, they will be added to the Coalition member's accrued sick leave.

16.5 It is the responsibility of the Human Resource Office to maintain appropriate records reflecting personal leave earned and used for each Coalition member.

16.6 Discretionary with the Department Head, employees may use personal leave in one-quarter (1/4), one-half (1/2), three-fourths (3/4), or full day units.

ARTICLE 17 - VACATION LEAVE

17.1 A twelve-month full-time Coalition member earns twenty-one (21) days of paid vacation per year accrued at the rate of 1.75 days per month, accrued on the first day of each month, until they complete 5 years of service at which time they will accrue vacation at the rate of 1.83 days per month for a total of 22 days, when the Coalition member completes 10 years of service they will accrue vacation at the rate of 1.91 days per month for a total of 23 days. Days earned and not used shall accrue year to year to a maximum of twenty-three (23) workdays. Days earned over twenty-three (23), but not used by the end of the fiscal year will be lost, except when work required by the supervisor makes vacation time unavailable by August 31 in any year. In such case, remaining vacation time may be carried forward to the next year, but must be used by the end of that year. Days earned in excess of the annual maximum accrual, but not used by the end of the fiscal year, will be lost.

17.2 All vacation time must be requested of and approved by the immediate supervisor and submitted to the Human Resource Office. Discretionary with the Department Head, employees may use vacation leave in one-quarter (1/4), one-half (1/2), three-fourths (3/4), or full day units.

17.3 Accrued vacation time remaining unused shall be paid to a Coalition member or their estate upon the termination of his/her employment with the College or death.

ARTICLE 18 - SICK LEAVE

18.1 Each full-time Coalition member shall accrue 1.75 days of sick leave per month of service to the College, not to exceed 220 days. For Coalition members who have accrued 220 days of sick leave, such members will be allowed to accrue the 1.75 days of sick leave per month of service (21 days per year) to the College for use in the year following their accruing the 220 maximum days. In other words, a full-time, twelve month employee would continue to accrue 1.75 days of sick leave per month of service (21 days per year) following his/her maximum accumulation of 220 days. During that particular academic year, the Coalition member will be allowed to use these days, when necessary, as sick leave. However, at the end of the academic year, the employee will have 220 days, maximum, in his or her accruals. For example if an employee has met his/her maximum 220 days and uses no time during the following academic year, at the end of that year the employee would have 220 sick leave days accrued. As another example, if an employee has reached his/her maximum of 220 days and in the next year following the maximum accruals, the employee has to use 30 days of sick leave, the employee would have 211 days to his/her accruals when he/she started the next academic year. Sick leave accruals may be used by individuals who are unable to perform their duties because of personal accident or illness or an accident or illness in the individual's immediate family. The term immediate family shall mean an individual's grandparent, parent, sibling, spouse, child, or grandchild, mother-in-law, or father-in-law. The term "illness" shall include routine medical appointments and diagnostic tests for the purpose of monitoring an individual's general health or recurring medical condition. Upon termination of employment, no payment will be made to any staff member for time accrued, except as provided in Section 18.4.

18.2 Employee who uses three or more consecutive sick leave days may be required to submit a medical verification unless a waiver is received from the Human Resource Officer.

18.3 It is the responsibility of the Human Resource Office to maintain appropriate records reflecting sick leave earned, used and accrued for each Coalition member.

18.4 Upon retirement or death, while in the employ of the College, any Coalition member hired by the College on or before September 1, 2009, who has completed at least ten years of continuous full-time employment, shall receive a cash payment for sick days up to a maximum of 220 sick days, as specified in this contract. Any Coalition member with an original hire date after September 1, 2009, must have completed 15 years of continuous full-time employment with the College to be entitled to the cash payment for unused sick days. The cash payment is determined by calculating the Coalition member's average salary for the last five (5) years. The average salary is then divided by 213 workdays, which represents a full year. The work year as defined here applies only to this provision of the Agreement, to determine the per diem rate. This per diem rate is multiplied by the number of accrued sick days at retirement or death (not to exceed 220). The sick day payment will equal twenty percent (20%) of this total.

18.5 Part-time Coalition Members shall earn sick leave at the rate of four (4) hours of sick leave for each one hundred (100) hours worked.

18.6 A Coalition member is entitled to up to four medical or dental visits for themselves or family members, as defined in Article 18.1, per employment year without loss of pay or charge to accrued leave time, provided such appointments/visits do not last more than two (2) hours. If the appointments/visits last more than two (2) hours, the employee must charge the time to their sick leave accruals; said charges to be made in increments of one-quarter, one-half, three-quarters, or full day, as appropriate. The immediate supervisor must approve the leave and may deny such leave if such absence would impair the work of the department. Sick leave may be used for medical or dental appointments in excess of four appointments, contingent upon approval of the immediate supervisor.

18.7 Sick Leave Bank

Policy:

It is the understanding and policy of Clinton Community College and the Coalition to encourage every Coalition Member to recognize leave time as a negotiated benefit, and to utilize such leave for the purpose for which it is intended. It is the further understanding that there may be circumstances in which a full-time Coalition Member would require additional leave time to accommodate a serious illness or temporary disability after exhaustion of all accumulated leave time. It is on this basis, that agreement has been reached to establish a Sick Leave Bank

Donation Procedures:

1. All donations of sick leave or vacation leave are on a voluntary basis. In order to participate in the Sick Leave Bank, a Coalition member must donate a minimum of two (2) days annually.
2. Donations must be made in full working day increments.
3. Any Coalition Member who has donated leave credits cannot withdraw those credits under any circumstances.
4. If the bank falls to fifty (50) days or less, it can be reopened for additional donations under the subsequent procedures.

Application Procedures:

1. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
2. Each request shall be made on the prescribed form with a copy of the approved leave of absence form and the Physician's Certificate.
3. All documents shall be submitted first to the immediate non-bargaining supervisor and then to the Human Resource Department.

4. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively, if the payroll period is complete prior to the Committee's decision.

Administrative Procedures

1. Sick Leave Bank shall be administered by one representative designated by the Coalition President and one representative designated by the President of the College, whose names shall be given to the Human Resource Officer and the President of the Coalition, in writing, by September 1st of each year.
2. Each request will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). The SLB shall consist of the Coalition representative, the representative designated by the President of the College, and the Human Resource Officer.
3. The Committee's decision is final and is not subject to appeal or the grievance procedure.
4. The Committee will determine the number of days to be granted but will at no time allow more than 30 workdays per year.
5. Enrollment in the bank automatically allows the SLB Committee members to review the applying Coalition Member's leave time record without further authorization.
6. The Committee shall meet within ten (10) working days from the receipt of the request in the Human Resource Department.
7. The Coalition member and his/her non-bargaining unit supervisor shall be notified in writing within five (5) working days of the Committee's determination.
8. Bank leave will be applied in full day increments only.

ARTICLE 19 - HOLIDAYS

19.1 Full-time Coalition members will be entitled to twelve (12) paid holidays per academic year (September 1 — August 31). The dates in which the holidays can be taken are based on the College's Academic Calendar, as approved by the Board of Trustees. Should the College calendar have less than twelve holidays, the remaining unused holidays of the contractual twelve holidays will be used as "floating holidays" by the Coalition member. The Human Resources Officer will distribute the approved Holiday Schedule.

19.2 Part time Coalition members are not entitled to holiday pay.

19.3 The College may designate an alternate holiday to any holiday that conflicts with the College calendar upon notice to Coalition member of the College year in which the holiday falls.

19.4 In the event that professional obligation requires work on any of the aforementioned holidays, Coalition member shall have one day added to their vacation accrual for each holiday worked, but not to exceed the maximum vacation accrual in accordance with Section 17.1.

ARTICLE 20 - RELIGIOUS OBSERVANCES

Coalition members who desire to observe a religious holiday and thereby must be absent from work shall notify their immediate supervisor and the Human Resource Officer in advance. The time off, when approved, will be charged to either the Coalition member's personal leave or vacation leave at the Coalition member's discretion.

ARTICLE 21 - MATERNITY LEAVE

Pregnancy will be treated as any other medical disability. Maternity leave will be charged to the member's available unused sick leave or vacation at the member's option.

ARTICLE 22 - OTHER LEAVES (With Pay)

22.1 **COALITION LEAVE:** The Coalition President or his/her designee shall be afforded three (3) days leave with pay, per academic year for the purpose of attendance at SAANYs statewide or regional conferences. Notice of the taking of such leave shall be subject to approval by the immediate supervisor and shall be forwarded to the Human Resource Office not less than fifteen (15) days in advance thereof. Leave recipients shall be permitted to rearrange their schedule or to otherwise provide coverage for their own duties.

22.2 **FUNERAL AND BEREAVEMENT LEAVE:** Coalition members may absent themselves without loss of pay for a period of three (3) consecutive workdays to attend the funeral and for other concerns resulting from the death of a member of an individual's immediate family. The term "immediate family" shall mean grandparent, parent, step-parent(s), sibling, spouse, domestic partner, child, step-children, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

22.3 JURY DUTY/WITNESS DUTY

Coalition members scheduled for jury duty or subpoenaed for witness duty (provided appearance relates to work related activities) shall be released from their employment responsibilities for such duty without loss of pay. Any payment or fees received by a Coalition member exclusive of mileage allowance shall be paid to the Employer. The absence should be indicated on the appropriate time record and a copy of the summons for jury duty or witness duty should be forwarded to the Human Resource Officer.

22.4 MILITARY LEAVE

The College shall grant military leave with full pay to all Coalition members who as members of a Military Reserve or Guard unit perform ordered military duty up to a maximum of twenty-two (22) working days or thirty (30) calendar days per fiscal year. A copy of such military order shall be provided to the immediate supervisor and the Human Resource Officer.

ARTICLE 23 - LEAVE POLICY (Without Pay)

23.1.1 The President, with consent of the Board, may grant a leave of absence to Coalition members without pay, not to exceed one (1) year. The Employer may extend such leaves for additional periods not to exceed one year each.

23.1.2 Requests shall be made in writing and submitted to the President as far in advance as possible of the requested effective date of unpaid leave. Each application shall include a statement for the purpose for which the unpaid leave is requested, its anticipated duration and its value to the applicant and the College.

23.1.3 The Coalition member shall have the right to return to the employ of the College at the end of the leave.

23.1.4 Health Insurance for Persons on Authorized Leave: A Coalition member who is on authorized leave without pay may continue his/her health insurance coverage during the period his/her contribution is not being deducted from his/her pay by remitting direct payments covering both the employer and the employee's share of the premium to the Bursar's Office at the College by the fifteenth (15) day of each month of coverage.

23.1.5 Vacation, personal, and sick time is not earned while on unpaid leave.

23.1.6 Individuals who are on an authorized leave of absence shall not be deemed to have interrupted continuous service with the Employer and shall have their seniority frozen at the time of commencement of the leave of absence.

23.1.7 The President of the College, with the consent of the Board of Trustees, may grant dependent care leave of absence without pay. The Coalition member shall make requests for such leave of absence in writing with copies to the immediate supervisor and the Human Resource Office. Dependent care leave of absence shall not exceed one year.

ARTICLE 24- INTERRUPTION OF COLLEGE OPERATIONS

Periodically, due to extreme weather conditions or other emergencies, it will be necessary for the College to cancel classes or to cease operations completely. When such situations develop, the College will have two codes. They are: Classes are Cancelled or the College is Closed.

24.1 **CLASSES ARE CANCELLED:** This means that students should not report to the campus. All Coalition members are expected to report for work. If classes are cancelled and a Coalition member chooses not to report for work, time missed in such circumstances will be charged to personal or vacation leave.

24.2 **COLLEGE IS CLOSED:** All Coalition members are excused from work except those personnel designated by the President to maintain or restore college operations.

When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be sent to all offices on campus.

When the College is forced to close for a portion of a day or for an entire day, Coalition members' time off shall be recorded as "Administrative Leave"; such leave is not charged against any leave category.

ARTICLE 25 - HEALTH INSURANCE

25.1 The College will provide the following health insurance plan to members of the Non-Teaching/Professionals Coalition and their qualified family and dependents:

- (a) The New York State Health Insurance Program, administered by the New York Civil Service Department ("Empire Plan"), if available. Upon the request of the college, the parties will meet to negotiate a change to the base plan or to add new plans.

25.2 Effective September 1, 2014, all Coalition members, hired by the College before September 1, 2014, shall pay 13% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected.

Effective September 1, 2015, all Coalition members, hired by the College before September 1, 2014, shall pay 14% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected.

Effective August 31, 2016, all Coalition members, hired by the College before September 1, 2014, shall pay 15% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected.

All Coalition members hired by the College on or after September 1, 2014 shall pay 25% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected.

The College shall have the right to change health insurance plans or carriers provided such change results in comparable coverage to eligible Coalition members. Comparable coverage means that the benefits and average total annual out-of-pocket expense to eligible Coalition members for their health insurance remains essentially the same when compared to the prior plan.

25.3 Retiree Health Insurance:

- a. Coalition members employed prior to January 1, 2012, who retire from the College and are eligible for retiree health insurance will contribute the same percentage of premium as active employees on their date of retirement.

- b. Coalition members hired effective January 1, 2012 or thereafter, who retire from the College and are eligible for retiree health insurance, will contribute the percentage of premium as active employees on their date of retirement, plus five (5%) percent. For example, if active employees are paying 10%, these retirees would pay 15%.

- c. Any Coalition member retiring and having so vested, as set forth in subparagraph "d" below, will be entitled to the health insurance plan in effect at the time the employee retired. The employee shall enjoy in retirement the premium contribution amount, as set forth in paragraphs "a"

and “b” above, established at the time of his/her retirement. So, for example, if a Coalition member with an original hire date prior to January 1, 2012, retires and is paying 15% of the premiums of the individual or family coverage, the employee will pay 15% of such premiums (pursuant to subparagraph “a”) throughout his/her retirement. Also, for example, if a Coalition member with an original hire date after January 1, 2012, retires and is paying 15% of the premiums of the individual or family coverage, the employee who retired in this example would pay 20% of the premiums during his/her retirement, pursuant to subparagraph “b”, above. In such a situation, if active employees, at some later date, were required to pay more than 20% of their premiums, the employee who retired in this example would continue to pay 20% of the premiums during his/her retirement.

d. Any person hired (full-time) after September 1, 2009, will be vested retirement health insurance after 15 years of continuous, full-time service to Clinton Community College. Any person hired (full-time) on or before September 1, 2009, will continue to be vested for retirement health insurance after 10 years of continuous, full-time service.

25.4 Employees may change between plans during open enrollment periods subject to the rules of the plan. Employees who retire prior to December 31, 2005 and who change from the "Empire Plan" to another plan may change back to the Empire Plan after retirement if the employee's residence is outside the Base Plan service area. In that instance, the College shall pay the full cost of the Empire Plan premiums during the member's retirement.

25.5 Part-time employees shall pay 100% of health insurance premiums regardless of plan.

25.6 Health Insurance Buyout

A. Each employee who is eligible to receive health insurance under the College sponsored plan and who waives such coverage for any academic year shall receive the following payment for that academic year.

Individual \$1,750 Family \$3,400

B. Employees who wish to waive health insurance coverage must provide written notice to the Human Resource Office on or before December 1 of his/her desire to waive coverage effective January 1. In order to receive this buyout in all subsequent school years, an eligible employee must, each year, inform the Human Resource Office, in writing, before December 1 of his/her desire to waive coverage effective January 1.

C. An employee who has waived coverage may, due to a change of circumstances resulting in a loss of alternate coverage, opt back into the College's health plan. The times and procedures for opting back in shall be governed by the rules and regulations of the College's insurance carrier.

D. All payments required under this Article will be made in one lump sum less any required deductions, in a separate check to active employees during the following December. For example, if an individual waives coverage effective January 1, (s)he would be paid during December of that calendar year.

E. The College agrees to continue to offer this buyout plan as long as the College does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the College, which exceeds the savings realized by the College through implementation of it. If, in any given year, the College realizes a loss through the implementation and administration of the buyout plan, the parties will meet to renegotiate the buyout plan so that the College will realize a cost savings; such renegotiations will be concluded before any payments are made to employees under this Article. To receive the buyout, or a pro-rated portion thereof, the Coalition member must be an active employee on December 1st of the year they are requesting the buyout.

F. Each employee who is receiving health insurance under the College sponsored plan and who opts to reduce his/her level of such coverage for any calendar year shall receive the following payment for that calendar year:

Family plan down to Individual - \$2,100

G. Employees who wish to "opt down" in health insurance coverage pursuant to Section "F" shall be subject to all requirements of Sections "B", "C", "D" and "E".

25.7 At the time the retiree becomes eligible for and provides proof of Medicare coverage, the College will reimburse the retiree the cost of the Medicare premium.

25.8 Employees who choose to participate in any health insurance plan other than the College's base plan (The Empire Plan) will pay 25% of such applicable premiums, the College will pay 75%, effective January 1, 2010. If Employees choose the College's base plan, the cost sharing will be 90% paid for by the College and 10% paid by the Employee.

ARTICLE 26 - CAFETERIA PLAN - INTERNAL REVENUE CODE SECTION 125

26.1 The College will continue to provide full time Coalition members benefits in accordance with the Clinton Community College Employees' Cafeteria Plan ("the Plan"). The Plan refers to the Master Plan adopted by the College effective January 1, 1993 and all amendments thereto. Additionally, the limit of the Section 125 Cafeteria Plans for unreimbursed medical expenses will be increased to \$5,000.00.

26.2 Effective with this Agreement, the Plan Document terminology will be amended to include all full-time "Coalition" members.

ARTICLE 27 - OTHER BENEFITS

27.1 Long Term Disability Long-term Disability Income Protection shall be continued by the College pursuant to Group Policy No. GLTD 50,687, effective February 1, 1998.

27.2 Life Insurance

Life Insurance Protection shall be continued by the College pursuant to Group Policy No. SP 33,296, effective February 1, 1998.

27.3 General Liability Insurance

27.3.1 The college will provide an insurance policy with a minimum of \$1,000,000/\$2,000,000 liability insurance for each Coalition member while acting within the scope of their employment. Notice of potential claims shall be given immediately to the college.

27.3.2 The College will provide an Errors and Omissions insurance for Coalition members who are licensed Notary Publics of the State of New York and who perform notarial services as an incident of their employment.

27.4 Flexible Work Schedule

27.4.1 Coalition members upon a signed mutual agreement of the Director of Human Resources and the appropriate non-bargaining unit supervisor will be able to establish and utilize a flexible work schedule. When requesting a flexible work schedule Coalition members will take into account office coverage, orientation schedules and office work load. Employees will not be allowed to request a flexible work schedule two weeks prior to the start of the Fall and Spring semesters. The decision not to grant a flexible schedule shall not be grievable.

27.5 College President may designate a summer schedule beginning after spring commencement and ending on a date within two weeks prior to the start of the fall session, whereby college offices may close before 4 PM on designated Fridays. Full-time Coalition members absent on such Fridays utilizing accrued leave time will be charged leave equivalent to one full day.

ARTICLE 28 - RETIREMENT

28.1 Full-time Coalition members must join one of three retirement plans (if eligible):

- (a) New York State Employees' Retirement System
- (b) New York State Teachers' Retirement System
- (c) Optional Retirement Program

28.2 The full-time Coalition member has thirty calendar days to designate in writing one of the three retirement systems. The Coalition member automatically becomes a member of the New York State Employee's Retirement System (if eligible) if no other decision is communicated to the Human Resource Office within thirty calendar days of employment.

28.3 After joining one of the three approved retirement systems, the Coalition member cannot change to another system, until his/her appointment is changed, subject to eligibility.

28.4 Part-time permanent Coalition members have the option of joining one of three retirement plans (if eligible):

- (a) New York State Employees' Retirement System
- (b) New York State Teachers' Retirement System

(c) Optional Retirement Program

28.5 Detailed information regarding SUNY benefits, funding and vesting of each plan to eligible Coalition members upon appointment shall be available from the College's Human Resource Officer.

ARTICLE 29 - SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM

If the program is offered by SUNY and subject to SUNY'S rules and regulations, each full time Coalition member who is eligible may participate in this program. The College does not contribute to the cost of supplemental retirement annuities.

ARTICLE 30- OUTSIDE EMPLOYMENT

Employment at the College shall be considered the basic employment of all full-time Coalition members and each shall limit such other outside employment or commitments so as not to interfere or reduce his/her effectiveness.

ARTICLE 31 - COPYRIGHT AND PATENT PROCEDURES

Materials appropriate for copyright and all patentable inventions produced by Coalition members utilizing College time and/or resources shall belong to the College. The Coalition member shall notify the President of the College, in writing, of his/her intent to file for copyright or patent for such materials/inventions, as specified above, either already developed or planned for development. The notice must contain a detailed description of the document, material or invention and its practical uses (if any). The College shall make application for all copyrights or patents thereon within twelve (12) months from the date that the Coalition member has notified the College of intent to file for copyright or patent or sooner if the College waives its rights. If the College does not exercise its rights to such copyright or patent, all rights to copyright and patent shall revert to the originator(s).

ARTICLE 32 - PERSONNEL FILES

32.1 The personnel file in the Human Resources Office is the only official personnel file of the College.

32.2 All Coalition members are strongly encouraged to review their personnel file, at minimum, on an annual basis. Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. A Coalition member shall have the right to review his/her own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to the Human Resource Officer and to provide written comment as to any material therein contained. Said review shall take place in the Human Resource Office (in the presence of the Human Resource Officer or designee), or in any alternative location designated by the President, during the normal business hours of the College. A representative of the Coalition of the member's choosing may accompany him/her.

32.3 When negative information is added to a Coalition member's personnel file, a notice of such material will be sent to the individual. The Coalition member will have the right to submit a written response to the material and his/her answer shall be attached to the file copy.

32.4 It is the responsibility of the Human Resource Office to maintain appropriate records reflecting vacation time earned, used and accrued for each Coalition member and notify the Coalition member yearly of the Coalition Member's accrued amount on or about August 31.

ARTICLE 33 - CREDIT UNION

Coalition members who wish to participate in the Peru Federal Credit Union shall be allowed to do so through payroll deduction. Applications and payroll deduction authorization forms are available in the Bursar's Office.

ARTICLE 34 - MEALS AND MILEAGE

The College may provide an official college vehicle for use by Coalition members to attend approved functions. A Coalition member authorized by the College to use his/her motor vehicle to attend an approved function or to conduct official college business shall be reimbursed at the I.R.S. mileage rate for the round-trip distance, calculated via the most direct route from the campus to the destination. Other allowable travel costs, such as meals, tolls, parking, etc. will be reimbursed to the employee per the College Travel/Conference Procedures & Regulations, Sections 2807 — 2810 of the Purchasing Manual.

ARTICLE 35- SMOKING

The Coalition and the College agree that smoking is allowed in designated areas only.

ARTICLE 36 - TUITION WAIVER

36.1 TUITION WAIVER FOR STUDY AT CLINTON COMMUNITY COLLEGE

36.1.1 Tuition for all courses offered by Clinton Community College will be waived for all Coalition members (full-time and part-time).

36.1.2 Registration for "job related" courses may take place in advance of the course start date, upon completion of the "Clinton Community College Tuition-Free Course Request" and upon approval of the Coalition member's supervisor.

36.1.3 Registration for "non job related" courses are on a seats available basis. Members must wait until the first day of class to register.

36.1.4 Coalition members may take up to four (4) credits and two (2) non-credit workshops per semester.

36.1.5 Coalition members are responsible for lab fees or other charges related to the course or workshop.

36.1.6 Student activity fees are waived.

36.1.7 Tuition for all credit bearing courses will be waived for the spouses, domestic partners and dependent children of all full time Coalition members, on a seat available basis.

36.2 TUITION WAIVER FOR STUDY AT SUNY INSTITUTIONS

36.2.1 Tuition waivers for undergraduate and graduate study at SUNY institutions are available for full time Coalition members.

36.2.2 Applications for study are available in the Human Resource Office, and are available on a first come, first serve basis.

36.2.3 The amount of the annual allocation (if any) for Clinton Community College is determined by the State University of New York. The President of the College will determine the percentage amount of tuition that may be waived.

ARTICLE 37 — CONFLICT OF INTEREST

37.1.1 A Coalition member shall not engage in any activity that constitutes a conflict of interest.

37.1.2 A Coalition member who is an employee, officer or who has, will have, or later acquires an interest in any actual or proposed contract with the College, shall publicly disclose the nature and extent of such interest in writing to the Board as soon as he/she has knowledge of such actual or prospective interest.

37.1.3 No Coalition member shall be interested financially in any contract entered into by the College. This also precludes acceptance of gratuities, financial or otherwise, by the above persons, from any supplier of materials or services to the College.

ARTICLE 38 - COALITION MANAGEMENT COMMITTEE

There shall exist a Coalition-Management Committee composed of 3 members appointed by the President of the Coalition and 3 members appointed by the President of the College. The Committee shall meet at mutually convenient times to discuss issues of contract administration.

ARTICLE 39 - SAVINGS CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the rest of the settlement shall not be invalidated by such a conflict.

ARTICLE 40 - CONTRACT DISTRIBUTION

The College will provide a copy of the Collective Bargaining Agreement to each Coalition member now or hereafter employed.

ARTICLE 41 — TERM AND PROCEDURES

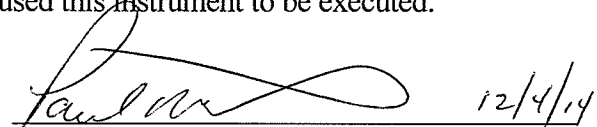
41.1 NEGOTIATION PROCEDURE: Negotiation for successor agreement will commence with the exchange of proposals by March 1 of the final year of this contract. This date can be modified by mutual agreement of both parties.

41.2 TERM: All terms and conditions of the Agreement will remain in effect to the date of termination of this Agreement, and from year to year (September 1 — August 31) thereafter, unless either party shall notify the other, in writing, of a desire to modify, amend or terminate the same on or prior to 1 January 2014 or 1 January of any subsequent year. Unless expressly stated to the contrary, all terms and conditions herein contained shall become effective 1 September 2014.

41.3 AMENDMENTS: This agreement may be amended or supplemented only by further written agreement by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

 12/04/14
CLINTON COMMUNITY COLLEGE

 12/4/14
NON-TEACHING/PROFESSIONAL
COALITION OF CLINTON COMMUNITY
COLLEGE

APPENDIX A - COALITION MEMBER POSITIONS
Coalition - Position Titles - 2014

Administrative Assistant to Director of Buildings and Grounds
Administrative Assistant to Vice President for Academic Affairs
Administrative Assistant to Vice President for Administration and Finance
Administrative Assistant to Vice President for Institutional Advancement (P/T)
Administrative Assistant to Vice President for Student Affairs
Assistant Bursar (2 positions)
Assistant Controller
Assistant Dean for Student Personnel Services/Athletics and Athletic Facilities Management
Associate Director of Institutional Advancement
Associate Director of College Relations
Bursar
Community and Workforce Development Specialist
Director of Admissions
Director of Buildings and Grounds
Director of Campus Life
Director of Center for Community and Workforce Development
Director of College Relations (vacant)
Director of Financial Aid
Director of Information Technology
Director of Library
Graphic Designer and Marketing Assistant (vacant)
Human Resources Associate
Network Administrator
Personal Computer (PC) Specialist (2 positions--1 retrenched)
Registrar
Staff Accountant (2 positions)
Student Enrollment Specialist
System Support Analyst
Technology Coordinator

APPENDIX B -

1. That the College and the County recognize the Association as the exclusive bargaining agent for a group of employees at the College to include full-time teaching faculty, non-teaching faculty (as defined in the Collective Bargaining Agreement) and part-time/adjunct faculty (as defined herein).

2. That part-time adjunct faculty shall be defined as any person who teaches credit course(s) at the College who is not already a member of the bargaining unit. For the purposes of this provision, the individuals who teach courses for College credit to high school students shall be excluded from the definition of a part-time/adjunct faculty member.

3. That management or confidential employees shall not be members of the faculty bargaining unit.

4. That the County is a joint employer for all purposes, except that the parties acknowledge that the Board of Trustees of Clinton Community College shall be the exclusive representative of the employer for the purposes of negotiations, grievances, PERB matters and ratification of the Collective Bargaining Agreement or modifications thereof.

5. That the parties have agreed that Coalition members who teach courses as part of their regular full-time job duties shall not be members of the Association bargaining unit, provided that any individual Coalition member does not teach more than four (4) credit hours in a semester and in the aggregate Coalition members may teach only sixteen (16) credit hours per semester as part of their regular full-time job duties. The compensation to be paid such Coalition members shall be pursuant to the Collective Bargaining Agreement between the College and the Coalition.

6. 6, Members of the Coalition who teach courses for credit at the College in addition to their regular full-time duties as Coalition members will be considered members of the Faculty Association bargaining unit for the period of time they are teaching.

7. The Association hereby withdraws the pending PERB petition.

DATED: August 4, 2000

COUNTY OF CLINTON

s/ Richard H. Wyssling
RICHARD H. WYSSLING, ESQ.
Special Counsel to County Attorney

s/ Richard H. Wyssling
RICHARD H. WYSSLING, ESQ.
Attorney for College

CLINTON COMMUNITY COLLEGE
FACULTY ASSOCIATION

s/ Ronald G. Dunn
RONALD G. DUNN, ESQ.
Attorney for Association

THE NON-TEACHING/PROFESSIONALS
COALITION OF CLINTON COMMUNITY
COLLEGE

s/ Douglas E. Gerhardt
DOUGLAS E. GERHARDT, ESQ.
Attorney for Coalition

APPENDIX C - EVALUATIONS

APPENDIX D - JOB DESCRIPTIONS

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
CLINTON COMMUNITY COLLEGE ("College")
AND
THE NON-TEACHING/PROFESSIONALS
COALITION OF CLINTON COMMUNITY COLLEGE ("Coalition")

The College and Coalition enter into this Memorandum of Agreement ("MOA") in complete satisfaction of their agreement relating to their agreement successor collective bargaining agreement. The provisions of the parties' September 1, 2009 - August 31, 2011 agreement shall continue in full force and effect unless specifically modified or changed by this MOA. This MOA will be subject to ratification by the members of the Coalition and the approval of the Board of Trustees of the College.

1. The new collective bargaining agreement will cover a three (3) year period, inclusive of the dates September 1, 2011 through August 31, 2014. All applicable articles (Preamble and 41.2) shall be amended to provide these dates.

2. Article 13 shall be amended to provide wage increases as follows:

Effective September 1, 2011 - 2.5%

Effective September 1, 2012 - 2.5%

Effective September 1, 2013 - 2.5%

3. Article 25.1 (Health Insurance) — delete references to actual health insurance plans in sections (b) and (c). Add to (a):

Upon the request of the college, the parties will meet to negotiate a change to the base plan or to add new plans.

4. Article 25.3 (Health Insurance) - amend to add:

Coalition members hired effective January 1, 2012 or thereafter, who retire from the College and are eligible for health insurance, will contribute the percentage of premium as active employees on their date of retirement, plus five (5%) percent. For example, if active employees are paying 10%, these retirees would pay 15%.

5. Article 25.6(E) (Health Insurance Buy Out) - amend to clarify

To receive the buy out, or a pro-rated portion thereof, the Coalition member must be an active employee on December 1st of the year they are requesting the buy out

6. Article 26 is hereby amended to increase the College contribution from \$640 to \$1,140. The \$160 employee contribution is still a pre-requisite for the initial \$640 College contribution. The additional \$500 will be contributed by the College regardless of any employee contribution.

7. Article 28.2 (Retirement) - change reference from NYS Teachers Retirement System to NYS Employees Retirement System.

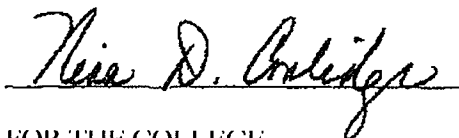
8. Article 35 (Smoking) — amend to provide: Smoking is allowed in designated areas only.

9. Article 36 is hereby amended to add new section 36.1.7 to provide:

Tuition for all credit bearing courses will be waived for the spouses, domestic partner and dependent children of all full time Coalition members, on a seat available basis



FOR THE COALITION



FOR THE COLLEGE