

LABOR AGREEMENT

between

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

and

**SUNY BROOME COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PROFESSIONAL-ASSOCIATION**

09/1/21 – 08/31/26

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AGREEMENT

entered into by and between

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

and

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

RECOGNITION

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

Furthermore, the ESPA union represents all part-time employees that are in ESPA titles as follows:

- With only protections afforded under civil service law and/or currently provided by SUNY BCC to them.
- Shall pay Union dues to ESPA adjusted to their salary as all full-time ESPA members are (scaled amount depending on salary).

ARTICLE 1 - PURPOSE

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

ARTICLE 2 – APPLICABLE LAW

1. If any provision of this agreement is or shall at any time hereafter be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed, or enforced, except to the extent permitted by law; all remaining provisions of this agreement shall continue in effect, and the parties shall reconvene and attempt to negotiate a satisfactory replacement.
2. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

3. The provisions of this agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or handicapping condition. The parties shall share equally in the responsibility of implementing this provision of this agreement.

ARTICLE 3 – RECIPROCAL RIGHTS

1. The Employer recognizes the rights of employees to be represented by SUNY BCC ESPA for the purpose of negotiating collectively with the Employer in the determination of terms and conditions of employment and the administration of grievances arising thereunder.
2. SUNY BCC ESPA recognizes the right of the Employer to retain and reserve unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America. The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary, as they apply to the employees covered by this agreement and represented by SUNY BCC ESPA, will be limited only by the specific and expressed terms of this agreement. The right to select, retain, transfer, or discharge employees is exclusively that of the Employer, providing it is not used for the purpose of discrimination because of membership in the SUNY BCC ESPA and is in accordance with the other provisions of this agreement.
3. The SUNY BCC ESPA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the hereinafter defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulations, or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents. The SUNY BCC ESPA shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.
4. On or about October 1st of each year the Employer shall furnish to the President of SUNY BCC ESPA a list of the employees covered by this agreement, showing title, salary, and date of employment of each employee, and stating whether the employee is a member of SUNY BCC ESPA.
5. a. Any employee covered by the provisions of this agreement shall be free to join and to take an active role in the activities of SUNY BCC ESPA or to refrain from joining the

SUNY BCC ESPA without fear of coercion, reprisal, or penalty from the SUNY BCC ESPA or the Employer.

b. An employee may bring matters of personal concern to the attention of the appropriate Employer representatives and officials in accordance with applicable laws and rules and may choose his own representative or may appear alone. In any matter involving a grievance or an interpretation of this agreement resulting in a decision contrary to present practice, the SUNY BCC ESPA shall be notified of such decision.

c. Adhering to the principle that duties and obligations come with rights and privileges, the SUNY BCC ESPA agrees to do its utmost to see that its members perform their respective duties loyally, efficiently, and continuously under the terms of this agreement. The SUNY BCC ESPA and its members will endeavor to protect the interests of the Employer and the community, to conserve its property, and to give service of the highest quality at all times.

ARTICLE 4 – NO STRIKE PLEDGE

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

ARTICLE 5 – DUES DEDUCTIONS

1. Any full-time employee who is an Association member shall have deducted from his/her wages or salary an amount set by the Association.
2. Pursuant to plans certified by the Association and as any employee in the bargaining unit thereof shall individually and voluntarily authorize in writing on form prescribed by the Association, the Employer shall on a bi-weekly pay period basis deduct from the wages of the employee in the bargaining unit the regular Association membership dues and remit the same to such location as the Association may designate. Dues deductions shall occur bi-weekly year round. Dues deductions may only be canceled by instrument in writing. The Employer shall promptly notify the Association of the receipt of any such revocation notice.
3. It is understood and agreed the provisions of this article shall be subject to the requirements of applicable law. The Association agrees to indemnify and save the College/Employer harmless from any and all claims, suits, judgments, attachments, and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this article.

ARTICLE 6 – GRIEVANCE PROCEDURE

Declaration of Principle.

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

Subject Matter.

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

Definitions

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

General Provisions

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

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

Representation

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

Informal Stage:

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

Stage 1:

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

Stage 2:

1. If the aggrieved is not satisfied with the decision made by his/her immediate supervisor, he/she may, within five (5) days thereafter, request a review and determination of the grievance by the Human Resources Officer. Such request must be in writing and contain a statement as to the specific nature of the grievance and the decision of the supervisor. Such request shall be served upon both the Human Resources Officer and the immediate supervisor to whom the grievance was originally presented.

2. Within five (5) days after receipt of request for review, the Human Resources Officer or his/her designee shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.
3. If the grievance is not resolved as a result of the pre-hearing conference, the Human Resources Officer or his/her designee shall commence a hearing on the matter within ten (10) days of the date of the pre-hearing conference. A written decision on the grievance matter shall be rendered within ten (10) days after the conclusion of the hearing by the Human Resources Officer or his/her designee.

Arbitration:

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

ARTICLE 7 – REMOVAL AND OTHER DISCIPLINARY ACTION

1. The provisions of Section 75 of the Civil Service Law, or the alternate procedure in Paragraph 3 of this article, shall apply to all employees in Subdivision 1 of Section 75. These procedures shall be available for employees in the non-competitive and labor classifications after the completion of a two (2) year period of employment.
2. Employee Rights. Unless an employee timely elects, in writing, an alternate procedure as provided in this article, such employee and the Employer shall be subject to and governed by Section 75 and Section 76 of the Civil Service Law, and the employee shall be deemed to have waived all alternate procedures. An employee shall have the following rights:
 - a. An employee shall be entitled to SUNY BCC ESPA representation at each step of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law and the Alternate Procedure in Paragraph 3 of this article.
 - b. No employee shall be required by the Employer to submit to an interrogation after charges under Section 75 or the alternate procedure in paragraph 3 have been

served unless he is afforded the opportunity of having a SUNY BCC ESPA representative present.

- c. No recording devices of any kind shall be used during such interrogation unless the employee is made aware of the fact prior to such interrogation.
 - d. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this article.
3. In lieu of the procedures and rights contained in Section 75 and Section 76 of the Civil Service Law, an employee may elect to proceed under the following provisions:
- a. An employee who elects to proceed pursuant to either of the procedures provided for in Section 3 (b.1) or 2 shall do so in writing at least seven (7) working days after service of charges upon such employee. Such election shall be deemed a waiver of his right to appear to the Civil Service Commission or the courts pursuant to CPLR Article 78, except that either the employee or the Employer may seek review of the determination pursuant to CPLR Article 75 to the extent permitted by 3 (c).
 - b. Upon charges, the hearing shall be held by a person designated from either one of the following:
 - 1. From a panel of hearing officers established by the American Arbitration Association and selected in accordance with the rules of the American Arbitration Association, OR
 - 2. From a panel of hearing officers established by the Employer's Human Resources Officer upon mutual agreement with SUNY BCC ESPA. Upon the request of either party, the name of a panel member may be removed from said list.

The method of selection and the selection of the panel referred to above and the method of designation of the hearing officer for a particular case shall be agreed upon by the Employer and SUNY BCC ESPA; provided, however, that it is presently contemplated that the essential method of selection of the hearing officer for a particular case shall be by agreement and, failing such agreement, then by lot from the panel established under this subdivision.
 - c. The decision of the hearing officer shall be served upon the employee and the Employer and shall be binding as to the question of guilt or innocence and the Employer shall issue a determination in accordance with such decision. The hearing officer shall recommend a penalty or punishment to be imposed in the event of a finding of guilt. The Employer shall have the responsibility to determine or impose the penalty or punishment; provided, however, that should such penalty or punishment be more severe than the recommendation of the hearing officer, the

employee may seek review of such determination pursuant to Article 78 of the CPLR but solely upon the grounds that the penalty or punishment is excessive.

- d. All conduct alleged by the Employer to constitute incompetency or misconduct shall be contained in the charges and specifications. Any other matter which will be alleged by the Employer to be relevant to the questions of the penalty or punishment to be recommended must be introduced at the hearing in order to be considered. Upon written demand therefore, made within ten (10) workdays after the charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the Employer which will be relied upon at the hearing. Such reports and records shall be furnished within ten (10) workdays before a hearing is scheduled.
- e. Pending the hearing and determination of charges of competency or misconduct, the employee against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days. If the employee is acquitted of said charges, he shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other employment or occupation.
- f. The hearing officer before whom said charges shall be heard shall be entitled to a fee which shall be borne equally between the SUNY BCC ESPA and the Employer. The charge for any stenographic record shall be equally borne between the SUNY BCC ESPA and the Employer.

ARTICLE 8 – PERSONNEL FILES

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

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

ARTICLE 9 – LAYOFF AND RECALL

Layoffs shall be as follows:

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

- a. In the event the Employer plans to lay off employees for any reasons, the Employer will notify the Association in writing of its plans at least one (1) month prior to the effective date that such action is proposed to commence. Upon notification to the Association of such impending plans, a meeting shall be arranged between the parties within five (5) workdays of such notification to review the anticipated layoff and the effect it will have on employees within the bargaining unit.
- b. If, after implementation of the above, the Employer establishes that a layoff is still necessary, then such layoff shall be accomplished by laying off, first, all newly hired probationary employees within classifications and department. If further layoffs are necessary, then permanent employees shall be laid off in classifications in the inverse order of their seniority.
- c. Any employee to be laid off shall receive no less than fourteen (14) calendar days' written notice, with a copy to the Association President.
- d. Employees in the non-competitive class shall have the right to bump downward within the department, subject to the following:
 - i. They shall not be able to bump into competitive class positions regardless of seniority; and
 - ii. They shall be able to bump only into other non-competitive or labor class positions which they have previously held in College employ, on the basis of seniority by date of hire by the College.
- e. Employees in the labor class shall have the right to bump downward within the department, subject to the following:
 - i. They shall not be able to bump into competitive class positions regardless of seniority; and
 - ii. They shall be able to bump only into other class positions which they have previously held in College employ, on the basis of seniority by date of hire by the College.
- f. All bumping shall be subject to those employees covered by this agreement. In no event will employees from this unit be allowed to bump employees not covered by this agreement.
- g. In the event any permanent employee occupying a full-time budget line item is terminated by reason of layoff or reduction of work force and is not successful in securing continued employment with the College under the bumping procedure, that employee shall receive severance pay equal to two (2) weeks' salary to be paid at the next regular pay period. This section shall in no way apply to any employee terminated for any other reason than reduction in the work force.

- h. Laid off employees shall be placed on a recall list in order of their seniority by classification. If the College refills the positions which were previously abolished within a period of two (2) years, then the employees shall be offered their previously held positions if the following conditions are met:
 - i. The person is qualified to perform the work, as determined by the Employer.
 - ii. The person is physically able to perform the work required, as determined by the Employer.
 - iii. The person must accept the Employer's offer of reemployment (sent to the employee's last known address) within three (3) weeks, and actually start work within the same three (3) weeks, or the person shall be considered resigned.

ARTICLE 10 – COMPENSATION

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

ARTICLE 11 – HIRING NEW EMPLOYEES

The President of SUNY BCC ESPA shall be notified in writing of the name, address, title, and initial compensation of each bargaining unit employee hired. The College shall provide notice to bargaining unit members of any vacant ESPA positions the College seeks to fill two (2) business days prior to distribution campus-wide and/or externally. If an ESPA employee applies, then within five (5) business days the applicable department to which the employee applied will notify HR (and the employee) of the decision to interview or not.

ARTICLE 12 – ASSOCIATION RIGHTS

- 1. a. A total of six (6) days leave without loss of pay (including travel time) will be granted to the SUNY BCC ESPA for use of its members to attend regional and statewide meetings of the NYSUT. Written request for such leave, certified by the President of SUNY BCC ESPA, must be presented to the appropriate department head at least five (5) working days prior to the requested leave time.
- a. The President of the SUNY BCC ESPA or his/her designee will be allowed ten (10) days of leave with pay to attend conferences and meetings of SUNY BCC ESPA. Five (5) working days advance written notice to the appropriate department head must be provided for leave to attend the aforementioned conferences and meetings.

- b. Two (2) hours per month will be granted to no more than eight (8) members elected to the local's executive board to attend local executive board meetings. Such time will not accumulate from month to month.
 2.
 - a. The Employer grants SUNY BCC ESPA the right to use College
 - b. The Employer shall supply bulletin boards for the exclusive use of SUNY BCC ESPA in prominent locations at the following College buildings: Administration Building; Maintenance Building; Titchener Hall; Library; Business Building; and all others stated by SUNY BCC ESPA.
 - c. SUNY BCC ESPA shall have the right to post notices and other communications in other areas besides those described above, subject to the approval of the content of such notices and communications by the Employer.
 3. The SUNY BCC ESPA shall have the privilege of using on-campus College equipment with proper authorization, including typewriters, duplicating equipment, and calculating machines at reasonable times when such equipment is available. The SUNY BCC ESPA will reimburse the Employer for all expendable College supplies which it uses, such reimbursing to be determined and agreed upon with the Vice President for Administration or his/her designee before such supplies are used. If the SUNY BCC ESPA elects to purchase supplies outside the College, the SUNY BCC ESPA's stock of such supplies shall be kept separate from the College supplies and shall be clearly and continually marked as being SUNY BCC ESPA property.
 4. The SUNY BCC ESPA shall have the privilege of using the existing inter-office mail service on campus.

ARTICLE 13 - PENSIONS

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

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

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

ARTICLE 14 – HEALTH INSURANCE

1. The Employer agrees to make available to eligible employees the Broome County Health Plan and to provide health insurance comparable to that provided as of September 1, 2012.

Effective January 1, 2020, the employer shall contribute eighty-three and one-half (83.5%) percent of the full premium annually for the employees covered under this agreement and their dependents. Effective June 1, 2026, the employer shall contribute eighty-two point and one-half (82.5%) percent of the full premium annually for the employees covered under this agreement and their dependents.

- a. Unless changed as provided by paragraph 4 hereof, deductibles shall be one hundred (\$100) dollars per person and two hundred fifty (\$250) dollars per family.
- b. The Plan shall include a Managed Care program.
- c. Prescription card co-pay levels shall be as follows:

Non-generic	\$20.00 per prescription
Generic drug	\$7.50 per prescription
Generic drug not available	\$7.50 per prescription
Mail order maintenance	\$2.50 per prescription

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

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

3. The Employer reserves the right to change from a self-funded plan for the providing of health insurance to an insured plan at any time during the term of this agreement. The benefits thereafter provided shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.
4. The Association agrees to join other bargaining units and the County in a review contemplating revision of the health benefits plan. The current provisions regarding health benefits will remain in effect through the review and, if applicable, the revision process.
5. Retiree health insurance eligibility shall be effective after ten (10) years of service, except that any employee hired on or after September 1, 2023 shall be required to have fifteen (15) years of continuous service with the College and/or Broome County. The rate for retirees shall remain at sixteen (16%) percent.

Waiver of Benefit

An eligible employee who properly submits documentation to waive or withdraw from participation in the employer-provided health insurance plan because s/he has other health insurance coverage will receive, commencing in January of 2018 and thereafter in January of each subsequent calendar year, the sum of one thousand twenty-five (\$1,025) dollars annually. This amount will be distributed over two (2) pay periods – in January and in July – each being a payment of five hundred twelve dollars and fifty cents (\$512.50) in each calendar year the employee is eligible and does not elect to participate in the health plan. The eligible employee must submit written notice annually to the College waiving or opting out of health insurance coverage, including proof of health coverage, for each year during the annual open enrollment period.

ARTICLE 15 – LIFE INSURANCE

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

ARTICLE 16 – SCOPE OF AGREEMENT

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

It is agreed by the parties that during the period covered by this agreement neither party shall be obligated to collectively negotiate with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically covered in this agreement, except by mutual agreement. If any such discussions lead to an agreement to add to, delete, or modify any of the terms of this agreement, such agreement shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the parties hereto.

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

ARTICLE 17 – EDUCATIONAL IMPROVEMENT OPPORTUNITIES

1. Effective upon the signing of this contract, full-time employees and their dependents will be permitted to take credit bearing courses offered at the College without payment of tuition if they meet all the conditions:
 - a. Space is available. Space is defined as the course quota (number of seats available in all sections of the particular course) as set up by the College.

- b. Full-time employees and their dependents may have the option of enrolling for an audit grade. In cases where a letter grade is chosen, a passing grade is required.
- c. Dependent shall be legal spouse and children only.
- d. The waiver covers tuition and fees for credit bearing courses taken by the employee only. The waiver does not apply to fees for courses taken by spouse / dependent(s) or to courses offered through Continuing Education.
- e. There shall be no limit on the number of courses.
- f. Priority will be given to all employees over any dependent, and priority will be given to those who enroll for a grade over those who choose an audit grade.
- g. If one or more persons covered by this clause are registered and enrollment is at the course quota level, then all such persons shall be responsible to pay the tuition cost.
- h. If payment becomes necessary, for any reason other than a grade, it must be made by the end of the second week of classes.
- i. Tuition payment will be based on the credit hourly rate, up to twelve (12) credit hours.
- j. If payment becomes necessary, due to a person receiving less than a passing grade, payment shall be made within two (2) weeks after the issuance of the grade.
- k. Enrollment shall be compared to the course quota on the last day of the first full week of classes.
- l. Persons covered herein are responsible for completing and submitting a waiver form to the Student Accounts office at the time that tuition is due.
- m. All waiver forms shall be approved by the College President or his/her designee.
- n. Any person covered herein who fails to make timely, proper, or full payments shall be barred from taking advantage of this benefit in the future.
- o. Any person covered herein who withdraws after the 10th week of the semester shall be required to pay for the full cost of the course. Repayment may be waived in extraordinary circumstances at the discretion of the College President or his/her designee. The President or his/her designee's determination shall not be subject to the contract grievance procedure.
- p. Any employee who resigns or is terminated while he/she or his/her dependent is taking a course under the tuition waiver program provided herein shall either

reimburse to the College the full tuition cost or withdraw from the course without penalty, at the discretion of the employee.

2. All of the above conditions shall apply to non-credit courses except as follows:
 - a. This waiver is for tuition only. Any other course cost, even if included in the tuition fee (such as travel, tickets, food, materials, vendor fees, etc.), will be borne by the employee.
 - b. Non-credit courses may be taken only when they meet the prescribed cost quotas.

ARTICLE 18 – CIVIL SERVICE PROCEDURES

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

ARTICLE 19 – WORK HOURS/YEAR/OVERTIME

1. a. The basic work week for all employees, other than employees compensated on an hourly or per diem basis, and unless otherwise provided herein, shall be seven and one half (7 ½) consecutive hours per day, exclusive of lunch, between the hours of 7:30 am and 5:00 pm. Shifts beyond the foregoing span ~~shall be~~ are limited to the following:

Campus <u>Peace/Safety</u> Officer	6:30 a.m. to 3:00 p.m.
Campus <u>Peace/Safety</u> Officer	8:30 a.m. to 5:00 p.m.
Campus <u>Peace/Safety</u> Officer	2:30 p.m. to 11:00 p.m.
Campus <u>Peace/Safety</u> Officer	10:30 p.m. to 7:00 a.m.
Courier	7:00 a.m. to 3:30 p.m.
Courier	7:15 a.m. to 3:45 p.m.
Custodial Worker	4:00 a.m. to 12:30 p.m.
Custodial Worker	6:00 a.m. to 2:30 p.m.
Custodial Worker	7:00 a.m. to 3:30 p.m.
Custodial Worker	9:00 a.m. to 5:30 p.m.
Custodial Worker	3:00 p.m. to 11:30 p.m.
Custodial Worker	4:00 p.m. to 12:30 a.m.
Custodial Worker	7:00 p.m. to 3:30 a.m.
Custodial Worker	7:00 p.m. to 5:30 a.m.
Custodial Worker	7:30 p.m. to 4:00 a.m.
Custodial Worker	8:00 p.m. to 6:30 a.m.
Custodial Worker	10:00 p.m. to 6:30 a.m.
Computer Operator	3:00 p.m. to 11:00 p.m.
Computer Operator	11:00 p.m. to 7:00 a.m.

Jr. Offset Dup. Machine Operator	11:00 a.m. to 7:30 p.m.
Library Clerk	Noon to 8:00 p.m.
Maintenance Mechanic	7:00 a.m. to 3:30 p.m.
Maintenance Worker	7:00 a.m. to 3:30 p.m.
Maintenance Worker	10:00 p.m. to 6:30 a.m.
Senior Clerk (Den Hyg Clinic – M-Th)	7:15 a.m. to 4:00 p.m.
Senior Clerk (Den Hyg Clinic – F)	7:30 a.m. to 12:00 p.m.
Senior Library Clerk	7:00 a.m. to 3:30 p.m.
Student Records Specialist	9:30 a.m. to 6:00 p.m.

Third (3rd) shift is defined with a starting time of 7:00 p.m. or thereafter and an ending time of 3:30 a.m. or thereafter.

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

Effective upon the signing of this contract, College Administration may implement evening hours one (1) night per week in the following offices during the Fall and Spring semesters: Admissions, Financial Aid, Registrar's Office, Student Accounts and Academic Advisement Center provided there is at least two (2) weeks' notice of the needed change in work hours for ESPA employees.

Should the scheduling of evening hours become necessary in other areas the administration shall bargain the impact of such scheduling.

Staffing will be provided following the procedures outlined below:

A list of all department personnel by seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month in a conspicuous place in the department.

Said work hours shall be offered to the individual(s) starting at the top of the list and progressing downward for each new assignment.

Acceptance or rejection of the assignment moves the individual(s) to the bottom of the list.

Should there be no volunteers, the established procedure will be:

- i. A list of all department employees by inverse order of seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month in a conspicuous place in the department.
- ii. Each employee will work the evening hours for the department in the order stated above. Upon working said hours the individual(s) will be moved to the bottom of the list.

- iii. All employees are expected to perform their share of evening hours. Should special conditions prevail where an employee cannot work the specified assignment, a mutual agreement must be struck between SUNY BCC ESPA, the supervisor, and the employee.

When the aforementioned work hours are determined, the department head shall file a complete schedule of employees' working hours with the Human Resources Office and the Security Office.

In all departments with employees working past 5:00 p.m. it is the department head's responsibility to file with the Human Resources Office and the Association the supervisory system to be used.

- b. The basic work year for all employees shall be either a 10-month or 12-month basis. Employees appointed to 10-month positions shall be affected by the following provisions:
 - i. The work year for any employee presently covered by this agreement as of the signing date of this contract shall be on a 12-month basis unless the employee volunteers otherwise.
 - ii. The work year for all 10-month employees will be from August 1st to May 31st.
 - iii. Vacation and sick time will accrue based upon the number of months worked in accordance with rates specified elsewhere in this contract.
 - iv. The employee will be granted those holidays, according to Article 20, which fall within the year worked.
 - v. Salary will be determined as discussed in Schedule A.
- b. Maintenance Department employees, Couriers, Laboratory Assistants, Campus Safety and Campus Peace Officers shall work forty (40) hours per week.
- c. Establishment of working hours shall be within the discretion of the department heads, who shall file a complete schedule of employees' working hours with the Human Resources Officer.
- d. The Employer is specifically authorized to develop and implement a voluntary "flex-time" program.
- e. Breaks, which shall in no event exceed ten (10) minutes each, will be allowed in the morning and the afternoon. The breaks shall in no way be used to shorten the workday, extend the lunch hour, or interfere with the operation of an office or department.
- f. Employees covered by this agreement shall have the privilege of free parking as long as the facilities are available.

2. Each department shall maintain a daily record of the attendance and punctuality of each employee. Department heads are required to furnish the Human Resources Office a record of all time when an employee is absent from his position for any reason whatsoever.
3. Each department may establish reasonable rules, schedules, and penalties governing tardiness. Any penalties provided in such rules shall not preclude disciplinary action in cases of excessive tardiness.
4. In the event of public transportation difficulties, strikes, severe storms, or floods, or similar uncontrollable conditions directly affecting an employee, tardiness may be excused by the President. The President may, at his/her discretion, dismiss employees prior to the closing hours.
5.
 - a. Effective on the signing of this contract, employees shall be paid their straight time rate of pay for all work performed up to forty (40) hours or thirty-seven and one-half (37.5) hours per week, as noted in Schedule C. Employees shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of forty (40) hours or thirty-seven and one-half (37.5) hours per week, as noted in Schedule C. The rate from which authorized overtime shall be computed shall be determined by dividing the base salary plus longevity of a given employee by the number of work hours in a calendar year as determined by the basic work week. When computing overtime, sick leave, vacations, holidays, holiday curtailment and all other approved paid leave time shall be counted as time worked.

Work performed Saturday, which is beyond the normal work week, shall be compensated for at one and one-half (1½) times the normal hourly rate. Payment for overtime shall be in accordance with the Fair Labor Standards Act.

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

Campus officers are expected to report for duty and be in uniform so that they are available to respond to a situation at their starting hour and required to maintain availability throughout the day with radios on regardless of lunches and breaks. Their workday shall be as follows:

The regular workday or work shift for Campus Peace Officers and Campus Safety Officers shall consist of eight (8) consecutive hours including a paid lunch period of one-

half (1/2) hour. The regular starting and quitting time shall be within the shift hours identified herein to be assigned at the discretion of the Director of Campus Safety.

Flex Shifts for Campus Officers – Because continuous coverage is needed on campus by a Campus Officer during operating hours and additional assistance is needed on multiple shifts dependent on a varying workload, a flex-time shift is needed to support existing Officers as follows.

Campus Officers may be assigned to a flex schedule consisting of the shifts as identified in Article 19 (1.a.) or a variation of those shifts which overlaps more than one shift (ex. 10 a.m. – 6 p.m.). All shifts shall consist of eight (8) consecutive hours including a paid lunch period of one-half (1/2) hour. The flex shift assignment may be rotated among the Officers at the discretion of the Director of Campus Safety.

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

- b. Employees may be granted compensatory time at straight time in lieu of work performed in excess of their basic work week. Employees working over forty (40) hours per week or thirty-seven and one-half (37.5) hours per week as noted in Schedule C shall receive compensatory time of one and one-half hours for each hour worked in excess of forty (40) hours a week or thirty-seven and one-half (37.5) hours a week as noted in Schedule C. All compensatory time shall be utilized within ninety (90) days of its accrual, except as may be otherwise authorized. Compensatory time accruals shall be in accordance with the Fair Labor Standards Act.
- c. The following policy is to be followed in the Maintenance Department for awarding overtime assignments:
 - i. In principle, all overtime assignments offered to Maintenance personnel will be made as follows:
 - a. A list of all Maintenance Department personnel by seniority shall be established and mutually agreed upon by the parties involved. Said list shall be posted each month at a conspicuous place in the Maintenance Building.
 - b. Overtime shall be offered to the individual(s) starting at the top of the list and progressing downward in order for each new assignment.
 - c. Acceptance or rejection of the assignment moves the individual(s) to the bottom of the list. This will facilitate sequential offers of overtime.

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

ARTICLE 20 - HOLIDAYS

1. Employees shall have fifteen (15) holidays each College year (9/1-8/31) with no loss in salary. The holidays will be determined by the College's academic and administrative calendars.

The fifteen (15) days are as follows:

Holidays (College closed)

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
Christmas

Floating Holidays (College Open)

Lincoln's Birthday
Washington's Birthday
Juneteenth
Election Day
Veterans' Day
The day before Thanksgiving

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

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

2. Any full-time employee covered by this agreement appointed as of September 1st to a regular budget line shall be eligible for holiday pay from the first day worked following the date of appointment, unless otherwise specified in the letter of appointment.
3. Full-time employees must work or be covered by vacation, sick leave credits, or educational leave on the workdays immediately preceding and following holidays in order to receive pay for the holiday.
4. Temporary employees employed on a full-time basis for four (4) consecutive months shall become eligible for holiday pay.
5. Employees required to work holidays when the College is closed (see schedule above) shall receive additional compensation. The minimum compensation for such work will be the equivalent of the sum paid for four (4) working hours at regular rate of pay. If an employee shall work a holiday when the College is closed, as above, he/she shall be entitled to his/her pay computed at double time or a minimum pay for four (4) hours of work computed at his/her regular rate, whichever is greater. The compensation shall be in addition to the holiday pay to which the employee would normally be entitled.

6. Employees who are scheduled to and who do work holidays shall receive compensatory time off.
7. On the day before the Thanksgiving holiday, the third shift shall report to work at 5:00 p.m. and will work a normal eight (8) hour shift.
 - a. Holiday Curtailment (December) - When the College closes between Christmas and New Years, (also known as holiday curtailment) no vacation time will be charged for the curtailment period as approved by the College. If a unit member is assigned to work a day during the holiday curtailment period by their supervisor, they will be granted a compensatory day in lieu of the curtailment day worked. Compensatory days must be used no later than August 31st of the academic year in which they are earned.
8. Full-time employees working a thirty-seven and one-half (37.5) hour work week shall receive holiday pay in an amount equal to a seven and one-half (7.5) hour workday. Full-time employees working a forty (40) hour work week shall receive holiday pay in an amount equal to an eight (8) hour workday.
9. Where an employee's regular schedule does not require him or her to work the actual holiday, the employee shall receive an extra day's pay or compensatory time in accordance with existing policies. Full-time employees working a thirty-seven and one-half (37.5) hour work week shall receive additional pay or compensatory time in an amount equal to a seven and one-half (7½) hour workday. Full-time employees working a forty (40) hour work week shall receive an additional pay or compensatory time in an amount equal to an eight (8) hour workday.

ARTICLE 21 – VACATION

1. All full-time employees covered by this Agreement shall be credited with one and three-fourths (1¾) vacation days per month for a total of twenty-one (21) per year. Full-time employees working a thirty-seven and one-half (37.5) hour work week shall accrue vacation time in an amount equal to a seven and one-half (7.5) hour workday. Full-time employees working a forty (40) hour work week shall accrue vacation time in an amount equal to an eight (8) hour workday. Full-time employees will be charged vacation in an amount equal to the number of hours actually taken, i.e., an employee who works an eight (8) hour day and takes one (1) vacation day will be charged eight (8) hours. An employee who works a ten (10) hour day and takes one (1) vacation day will be charged ten (10) hours.
2. Years of service for the purpose of calculating vacation accrual shall be full-time continuous service. In no event shall leave of absence time in excess of six (6) months be used in the computation of years of continuous service.
3. The vacation year shall be defined as September 1st to August 31st of each year. Vacation accrued during the vacation year shall be used during that vacation year except as provided in Section 12 below.

4. Any employee whose level of vacation entitlement is greater than twenty-one (21) days will continue at the same level.
5. Vacations will be granted, so far as practicable, at times most desired by employees. If conflicts arise between employees as to vacation preference, the first tie breaker shall be seniority in title and the second shall be seniority in that department, and the third shall be seniority on campus. The final right to allot vacation period and to change such allotments is exclusively reserved to the employee's Department Head, taking into consideration the timeliness of conflicting requests and other circumstances in order to insure the orderly operation of the College.
6. Vacation shall be granted only at such time as work of the department will permit. Vacation schedule for each department will be arranged by department heads in June, July, or August, if possible.
7. So far as practicable, all earned vacation and compensatory time shall be taken prior to transfer but, where not taken, the employee shall receive any earned vacation and compensatory time due him/her in the department to which he/she is transferred.
8. Vacation days and compensatory time which are to be deducted are to be only those days which the employee would have normally had to work.
9. No vacation time or compensatory time is accumulative for any period when the employee is absent without pay.
10. Money for any accrued vacation or compensatory time due an employee who resigns or retires will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any accrued vacation or compensatory time.
11. Any employee discharged for cause shall be entitled to one (1) day's vacation for each consecutive month worked in the current calendar year only, plus any carry-over from the previous year as set forth in this agreement. Such accumulation per month is limited to the maximum vacation allowed for the employee's continuous years of service.
12. An employee may carry over up to thirty-two (32) days of accrued vacation.
13. No credit for vacation leave shall be allowed unless the employee shall have worked at least fifty percent (50%) of the working days of the calendar month.

ARTICLE 22 – SICK LEAVE

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

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

Full-time employees working a thirty-seven and one-half (37.5) hour work week shall accrue sick time in an amount equal to a seven and one-half (7.5) hour workday. Full-time employees working a forty (40) hour work week shall accrue sick time in an amount equal to an eight (8) hour workday. Full-time employees will be charged vacation-sick time Leave in an amount equal to the number of hours actually taken, i.e., an employee who works an eight (8) hour day and takes one (1) sick day will be charged eight (8) hours. An employee who works a ten (10) hour day and takes one (1) sick leave day will be charged ten (10) hours.

Sick Leave Accumulation:

There shall be no limit on the amount of sick leave accumulation.

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

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

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

4. When absence is required, the employee shall report same to the department head within one-half (1/2) hour of the stated working hours. In departments and in positions requiring replacement in case of absence, the time for reporting absence shall be at the discretion of the department head filed with the Human Resources Office. In case of failure to report within the stated time limit, unless for reasons satisfactory to the department, the absence shall not be deductible from sick leave but shall be considered as time off without pay.

5. Before absence for personal illness may be charged against accumulated sick leave credits, after five (5) consecutive days of such absence the Employer shall require proof of illness as may be satisfactory to it or may require the employee to be examined at Employer's expense by a physician designated by Employer. In the event of failure to submit proof of illness upon request or in the event that upon such proof as is submitted, or upon report of medical examination, the Employer finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.
6. Each department will maintain an accurate record of the attendance and sick leave status of each employee. The department head shall give to any employee upon request a record of the accumulated sick leave credits.
7. In case of transfer to a department of Broome County, accumulated sick leave shall be transferred with the employee.
8. Absence for less than one-half (1/2) day shall be chargeable to sick leave unless the Supervisor approves an equivalent amount of make-up time.
9. An employee injured in the course of employment may elect to use his/her sick leave in lieu of benefits under the Workers' Compensation Law provided he/she is entitled to sick leave credit. In such a case, the Employer shall submit a written request to the Workers' Compensation Board requesting that the College be reimbursed at the compensation rate for the period of sick leave used by the employee out of any award that may be made by the Workers' Compensation Board.

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

10. Abuse of sick leave privileges shall be grounds for disciplinary action.
11. Compensation in cases where employees return from sick leave and work less than full time under physician's orders shall be compensated at a rate apportioned to the time they work based upon their annual salary as established in the budget. The employees shall file with the Human Resources Office a copy of the physician's order requiring part-time employment. The part-time employment shall not exceed a period of three (3) months after return from sick leave.

12. There shall be established a mandatory Sick Bank Program to be administered by a five (5) member Administrative Committee. Two (2) members shall be selected by the President or designee and three (3) shall be selected by the SUNY BCC ESPA President or designee.

The Sick Bank Administrative Committee is the sole governing body of the Sick Bank and has the final approval and/or disapproval of requests to use the Sick Bank. The decision of the Sick Bank Administrative Committee is final and is not subject to the grievance procedure.

A unit member must join the Sick Bank Program by donating two (2) sick days from his/her accumulation to the Program upon the start of his/her second year of employment and each year thereafter.

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

When an employee, due to prolonged illness, has been absent from work twenty (20) consecutive normal workdays with valid medical documentation, he/she may apply to the Sick Bank Administrative Committee.

- a. Adequate justification.
- b. Verification by a physician.
- c. At least one (1) year of continuous full-time service.
- d. The employee has been out of work for at least twenty (20) continuous days. This twenty (20) day waiting period may be satisfied by any combination of paid or unpaid time off. The waiting period shall be applicable to each occurrence.
- e. The employee has utilized all available sick leave time with following exception: an employee may, at their discretion, retain five (5) days of accrued sick time to be used after their sick bank period ends.

After consideration of the above qualifications, the applicant may be granted up to one hundred (100) days per year from the Sick Bank. A Sick Bank year shall be defined as the first day starting to draw from the Sick Bank and ending three hundred sixty-four (364) days from that date. Any unpaid time off that is a result of the waiting period shall not constitute a break in service.

Any member that is accepted by the Sick Bank Administrative Committee to draw from the Sick Bank shall continue to accumulate sick and vacation days as they are earned. Sick day accumulation and retained sick days from "e" above shall at no time be greater than five (5) days. Any sick time accumulated after the five (5) day limit shall be used

immediately. At no time shall vacation days be required to be used while drawing from the sick bank.

If an employee returns to work before the full usage of the one hundred (100) days and is again removed from work by a physician for continuous treatment of the same incident, he/she shall be able to be reinstated to the Sick Bank, without a waiting period, for the remainder of the unused one hundred (100) days.

If, on the day an employee covered by this agreement, who is enrolled in the Sick Leave Bank, leaves the employment of the College, the daily balance of the sick leave bank is below seven hundred fifty (750) days, the employee will be permitted to deposit as much of his/her accumulated sick leave into the bank as is necessary to increase the daily balance to seven hundred fifty (750) days. This section shall not be applicable to any employee transferring from the College to another County department.

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

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

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

13. Three (3) sick days per year may be taken as personal leave days. These days may be used in one-half (1/2) day increments. Such personal days shall not accumulate from year to year nor shall they be taken in conjunction with either holidays or vacation.

ARTICLE 23 – BEREAVEMENT LEAVE

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

3. Employees may also apply to the President for permission for one (1) day bereavement leave for relatives of the employee or the employee's spouse not listed above.

ARTICLE 24 – LEAVE OF ABSENCE WITHOUT PAY

1. Application for leave without pay shall be filed by the employee, on prescribed form, with the department head. The application shall state the reason for the requested leave and the duration thereof. A leave of absence request must be submitted for any absence over three (3) workdays not covered by paid time off. Any unpaid time for three (3) days or less may be approved by the President or his/her designee. If approved by the department head, the application shall be submitted to the President. All leaves in excess of ninety (90) days (except medical) shall be submitted to the SUNY B.C.C. Board of Trustees for final approval.
2. When an employee has exhausted all of his/her sick leave credits and thereafter, in order, available vacation time, compensatory time, and sick bank time, and is still incapacitated and unable to perform the duties of his/her position, or if the attending physician has recommended a period of rest and convalescence, the President may grant leave of absence without pay for a period not to exceed one (1) year. Medical documentation must be provided before a medical leave will be approved. Documentation is to be supplied on the forms provided by the College.
3. Full-time employees (on a permanent budget line) may be granted leave of absence without pay for the period of one (1) year for the purpose of acquiring additional education, training, or employment experience that will increase the usefulness and efficiency of the employee in his/her position.
4. Leave of absence without pay not to exceed one (1) year may be granted to a permanent employee in the competitive class to enable such employee to serve temporarily in another position in the competitive class. Leave of absence without pay not to exceed one (1) year must be granted to permanent employees to serve provisionally in another position in the competitive class. Leave of absence shall not be granted to enable an employee to accept appointment to a position in a non-competitive or exempt class except with the approval of the President. Only leave for temporary positions in excess of ninety (90) days will be submitted to the Board of Trustees for approval.
5. Leave of absence without pay for reasons other than those cited in this article shall be granted only in unusual circumstances which justify the granting of such leave.
6. An employee, on an approved leave of absence, accepting employment not previously approved or becoming self-employed will be considered to have resigned from employment with SUNY Broome Community College.
7. The parent of a newborn child or an adopted child may be granted a leave without pay to care for the child.

8. Except as may be otherwise provided herein, no fringe benefit authorized by this agreement shall accrue while an employee is on a leave of absence without pay.
9. The maximum amount of leave shall be one (1) year unless the Board of Trustees specifically votes to extend the leave. Any extensions voted by the Board shall be at its sole discretion. Extensions must be handled in the same procedure as initial leaves with the submission of appropriate form or forms in a timely fashion.
10. All leaves under this Article shall be in accordance with applicable terms of the Family and Medical Leave Act.

ARTICLE 25 – MILITARY LEAVE OF ABSENCE

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

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

ARTICLE 26 – LEGAL LEAVE

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

ARTICLE 27 – TRAVEL ON COLLEGE BUSINESS

Effective upon the signing of this contract, any member of the bargaining unit traveling on College business shall follow the current travel procedures, flowchart, and allowances and guidelines included in the SUNY Broome Community College purchasing guidelines and procedures.

ARTICLE 28 – TEMPORARY EMPLOYEES

1. Temporary employees employed on a full-time basis for four (4) consecutive months shall become eligible for holiday pay and for inclusion in the County-sponsored health plan.

2. Temporary employees employed on a full-time basis for six (6) continuous months shall become eligible for all benefits in the same manner as other full-time employees.
3. Temporary employees employed on a full-time basis shall be eligible for bereavement leave as defined in Article 23 of this agreement.

ARTICLE 29 – USE OF THE TELEPHONE

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

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

ARTICLE 30 – EDUCATIONAL LEAVE

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

1. Educational leave may be granted for planned study and/or formal education.
2. Employees with permanent Civil Service status in their current title and who occupy a permanent budget line and have completed two (2) consecutive years of exemplary service within their respective departments or who have completed three (3) consecutive years of such service since their last educational leave, shall be eligible to apply for such leave. No more than three (3) employees covered by this agreement not more than one (1) employee from each department shall be on leave at the same time.
3. Educational leaves may be granted for periods of one (1) academic year at rates not to exceed one-half salary or for periods of one-half an academic year at rates not to exceed full salary. Employees on educational leave may, with prior approval of the President and Board of Trustees of the College, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of their leave. In such cases, educational leave salaries shall be adjusted to reflect such income, either prior to or during the period of such leave so that the total compensation shall not exceed the College salary for the period of the educational leave.
4. Applications for educational leaves shall be submitted to the Human Resources Office as far in advance as possible of the requested effective date of such leave, but in no

event later than six (6) months in advance unless such requirement is waived. Each application shall include a statement outlining the program of study to be followed while on leave, indicating any prospective supplementary income, stating that the applicant intends to continue employment with the Employer for a period of at least two (2) years immediately following the expiration of said educational leave, and further stating that upon return the applicant shall submit such a report of his/her accomplishments while on such leave.

Applications for educational leave shall contain the following information:

- a. A statement as to the date on which applicant was appointed to his/her position or the date on which applicant returned from a previous educational leave.
 - b. A full statement of his/her previous formal education, including the names of schools of higher learning that he/she attended, the dates of such attendance, and the date or degree credit earned.
 - c. A full statement of his/her professional work experience which pertains to his/her field of specialty with the Employer, including dates and duties performed.
 - d. Detailed projected plans for his/her use of educational leave time, including statements as to the college at which he/she intends to study, date of enrollment, and the duration of such studies.
 - e. A statement as to the estimated cost to the Employer in granting the proposed leave, showing the applicant's anticipated supplementary income during such leave and an explanation as to how such estimate is established.
 - f. A statement as to what specific advantages would be gained or what particular need or needs will be fulfilled in the department by granting an educational leave to the applicant.
5. Final approval of the granting of educational leave shall rest with the Board of Trustees.
 6. If an employee discontinues his/her planned course of study before completion thereof, the employee must notify the Employer in writing immediately. If the termination of the course is caused by illness, the employee shall be entitled to sick leave pay for the duration of such illness or the extent of such benefits he or she has accrued. Otherwise the employee must return to College employment without delay. If he or she fails to notify the Employer promptly of such termination, the employee shall be deemed derelict in duty, subject to dismissal therefrom, and liable for repayment of all salary received from the Employer after the date of said discontinuance of the planned course of study prior to completion. In the event the employee is deemed derelict in duty as stated above, the employee shall be liable for repayment of the full amount of salary paid by the Employer while on said leave.
 7. Upon accepting an educational leave the recipient shall, in consideration of the salary to be paid during such leave, execute a written instrument to the effect that in the event the

employee should accept other employment and, therefore, fail to resume and fulfill for the two (2) year period his/her full-time duties with the Employer, the employee shall repay, within three (3) years from the date of resignation from said employment, four and one-half (4½%) percent of the gross amount of the salary paid to him/her and four and one-half (4½%) percent of the value of any fringe benefits received while on such leave for each month and fractional part thereof, but not to exceed 100% thereof, during which he/she failed to render full-time service to Employer, exclusive of absence for vacation and sick leave, in the said two (2) year period.

ARTICLE 31 - PROTECTIVE CLOTHING & DEVICES/SAFETY EQUIPMENT

1. The Employer shall provide necessary safety equipment and protective devices to those employees requiring them during the course of their employment. It shall be the responsibility of the employee to have such safety equipment and protective devices with him/her at the job site and to use them accordingly. The determination as to what is necessary safety equipment and protective devices and as to which of the employees need and require such equipment shall be made subject to the approval of the Employer where necessary.
2. Grounds Operations, Plant Operations, Custodial and Maintenance, Campus Peace and Campus Safety Officers and employees including Couriers and/or Mail Clerks assigned to duties working in the Mail Room, shall wear a uniform prescribed and furnished by the Employer. Said uniform shall be kept neat and clean during all working hours. The Employer shall furnish per year the following articles to each of the above-mentioned employees:
 - four (4) summer shirts
 - four (4) winter shirts
 - four (4) pair of pants
 - one (1) jacket every two (2) years
3. Lost uniform articles shall be replaced by the employee.
4. Any of the above listed articles of clothing will be provided or replaced as deemed necessary by the Employer at no cost to the employee when such is in need of replacement.
5. Employees will be expected to be in uniform at all times.
6. Employees who desire to wear industrial steel or plastic toed safety shoes or boots shall be reimbursed for these shoes or boots up to one hundred seventy-five (\$175) dollars per year. Receipts must be provided prior to reimbursement.

If an employee replaces shoes more than once per year, he/she is financially responsible for subsequent shoes unless due to an unexpected event or deemed necessary by the Employer at no cost to the employee when such needs replacement. Any such

replacement will be reimbursed or paid directly by the College up to one hundred seventy-five (\$175) dollars per event.

Employees can choose to be reimbursed as per above guidelines or employees have the option to have the industrial steel or plastic toed safety shoes or boots furnished and paid for directly by the College up to one hundred seventy-five (\$175) dollars once per year. The employee will choose the industrial steel or plastic toed safety shoes or boots from a College-approved vendor.

ARTICLE 32 –EMERGENCY CLOSING

1. In the event of a campus closing, the President at his/her sole option may declare the College partially or totally closed. Employees covered by this agreement who are notified by the President or designee that their services shall not be needed during the closings, will receive their regular compensation for up to two (2) days of the duration of the closings.
2. Employees covered by this agreement who have not been notified by the President or designee that they are not to be excused in the closings will be required to work their regular scheduled workday and shall receive equal compensatory time off for the hours worked.
 - a. In the event of a delayed opening, employees that would normally be at work at the time of the delayed opening shall report at the said opening time unless they are notified by the President or designee that they should report for their normal shift at their normally appointed time. If they do not report at the delayed opening time, they may use vacation or compensatory accruals to cover the absence. Should they elect not to utilize vacation or compensatory accruals, they will be charged unpaid time off.
 - b. In the event of an early closing, employees normally scheduled to work at the time of the closing time shall be excused for the remainder of their ~~work~~-shift unless they are notified by the President or designee to work their regular scheduled workday.
3. The decision of the President under this article shall be final and not subject to arbitration or a grievance.

ARTICLE 33 – MISCELLANEOUS PROVISIONS

1. The Employer and SUNY BCC ESPA agree that negotiations for a new agreement shall commence not later than May 15th of the last year of the term or any extension hereof, provided SUNY BCC ESPA is then the legally authorized bargaining agent of the employees covered under this agreement.
2. Physical examinations required as a condition of employment shall be paid for by the Employer and shall be administered by the physician(s) selected by the Employer. If and

when the Broome County Department of Public Health administers flu shots for no charge on a county-wide basis, arrangements will be made for employees covered by this agreement to be inoculated.

3. United Way and other authorized deductions shall be fixed deductions for all pay periods until authorization for such deductions shall expire or be canceled upon written notice by the employee. All deductions of a voluntary nature shall be terminated by the Finance Office effective, the next pay period, only upon receipt of written request from the employee desiring such termination. Deductions from wages or salaries for payments to or deposits in Credit Associations are to be authorized and filed in writing by the employee.

ARTICLE 34 – LEGISLATIVE ACTION

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

ARTICLE 35 – LONG TERM DISABILITY

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

ARTICLE 36 – LABOR MANAGEMENT COMMITTEE

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

ARTICLE 37 – SHARED GOVERNANCE LEADERSHIP

Should a unit member be designated to assume the annual responsibility for chairing a shared governance body – the Council on Academic Issues, the Council on Operational Issues, or the College Assembly – she/he shall receive the sum of seven thousand five hundred (\$7,500) dollars for the 12-month period of such service September through August divided over the pay periods available during the assignment. If appointment becomes necessary for less than the full 12-month period, the annual sum will be pro-rated accordingly.

Should a unit member be designated, with Supervisor's approval for non-Instructional positions, to assume the annual responsibility for providing approximately six (6) hours per week of professional support services for Shared Governance she/he shall receive the sum of six thousand (\$6,000) dollars for the 10-month period of for such service September through August divided over the pay periods available during the assignment. ~~If appointment becomes necessary for less than the full 10-month period, the annual sum will be pro-rated accordingly.~~ If appointment becomes necessary for less than the full 12-month period, the annual sum will be pro-rated accordingly.

It is understood that no overtime is to be necessitated, incurred or associated with performance of shared governance leadership duties by any unit member. Regular job duties must be completed during the regular number of work hours each week with flex time arranged as necessary.

ARTICLE 38 – DENTAL INSURANCE

The Employer shall pay eighty-five (85%) percent of the full premium for employees covered under this agreement and eighty-five (85%) percent of the full premium for their dependents of a plan selected and administered by the College.

Effective June 1, 2026, the Employer shall pay eighty-four (84%) percent of the full premium for employees covered under this agreement and eighty-four (84%) percent of the full premium for their dependents of a plan selected and administered by the College.

ARTICLE 39 – CONTRACTED WORK

Effective upon the signing of this contract, the College agrees that prior to contracting with a firm to perform work that might be performed by a bargaining unit employee outside of the normal work week; it must first offer bargaining unit employees the option to work outside of the normal work week. Such work will be compensated as set forth in Article 19. In the event contracted work is offered to a bargaining unit member, it is hereby agreed that this work will be performed in a timely manner.

ARTICLE 40 – TERM

This agreement shall be effective as of the 1st day of September 2021 and shall continue in full force and effect until the 31st day of August 2026.

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

SUNY BROOME COMMUNITY
COLLEGE

SUNY BROOME COMMUNITY COLLEGE
EDUCATIONAL SUPPORT

By Kevin E. Drumm

Dr. Kevin E. Drumm, President

Date June 20, 2023

PROFESSIONAL ASSOCIATION
By Randy Campbell

Randy Campbell, President

Date 6/20/23

BOARD OF TRUSTEES

By Kathryn Connerton

Kathryn Connerton, Chairperson

Date 6/20/23

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25/02/0

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SCHEDULE A

- 10.1 Bargaining unit members, present and/or hereafter employed, shall be compensated at ~~salary~~ hourly wage levels applicable to their respective title and work year. There are no specific steps.
- 10.2 Increase the BCC ESPA Minimums in Schedule C as follows:
- On September 1, 2021 by two (2.0%) percent
 - On September 1, 2022 by two (2.0%) percent
 - On September 1, 2023 by two (2.0%) percent
 - On September 1, 2024 by two (2.0%) percent
 - On September 1, 2025 by two (2.0%) percent
- 10.3 The minimums set forth relate to base hourly rates only.
- 10.4 Promotion from one grade to another will be accompanied by an increase in hourly rate appropriate to the title to which promoted. Where the minimum hourly rate for the new title is lower than the hourly rate received by the employee at the time of promotion, the employee shall receive ten percent (10%) of the minimum hourly rate for the new title added to the salary received at the time of promotion.
- 10.5 Within the SUNY BCC ESPA unit, positions may be established or existing positions modified that require service of 10 months or 12 months. At the discretion of the President of the College changes in work year may be made in vacant positions or those where an incumbent's wish to volunteer for such change coincides with the college's desire for such change. Hourly rates and fringe benefits for such positions will be established as follows: The position will be accorded an hourly rate by the President as though it were a 12-month position. The employee will then receive hourly rate and, where applicable, fringe benefits pro-rated downward from the 12-month figure.
- 10.6 Increase hourly wage / annualized amount of all full-time ESPA bargaining unit members on September 1st each year as follows:
- Effective September 1, 2021 annualized amount increased by \$1,375
 - Effective September 1, 2022 annualized amount increase by \$825
 - Effective March 1, 2023 hourly wage increased by 1.25%
 - Effective September 1, 2023 hourly wage increased by 2.55%
 - Effective September 1, 2024 hourly wage increased by 2.65%
 - Effective September 1, 2025 hourly wage increased by 2.70%
- Increase in hourly wage of all part-time ESPA bargaining unit members on September 1st each year as follows:
- Effective September 1, 2021 hourly wage increased by 2.5%
 - Effective September 1, 2022 hourly wage increased by 2.5%

- Effective September 1, 2023 hourly wage increased by 2.5%
- Effective September 1, 2024 hourly wage increased by 2.5%
- Effective September 1, 2025 hourly wage increased by 2.5%

Increases to hourly wages / annualized amounts shall apply to employee of record on the date of the increase (e.g., The September 1, 2021 increase applies to employees of record as of that date, the September 1, 2022 increase applies to employees of record as of that date, et cetera.)

- 10.7 Bargaining unit members who complete the following years of continuous service shall receive longevity in addition to their salary as follows:

<u>Continuous Years of Service</u>	<u>Dollar Amount (9/1/21 through 8/31/23)</u>	<u>Dollar Amount (9/1/23 through 8/31/24)</u>	<u>Dollar Amount (9/1/24 through 8/31/25)</u>	<u>Dollar Amount (9/1/25 through 8/31/26)</u>
5 to 9	\$300	\$350	\$400	\$450
10 to 14	\$600	\$650	\$700	\$750
15 to 19	\$900	\$950	\$1,000	\$1,050
20 to 24	\$1,200	\$1,250	\$1,300	\$1,350
25 years on	\$1,500	\$1,550	\$1,600	\$1,650

Payments are not cumulative, shall be annualized, and shall be paid on or about the first pay period in November of each year for those employees who have completed the necessary continuous years of service. The payment shall be part of their regular paycheck.

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

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

- 10.8 All employees covered under this agreement who work the second and third shift shall receive, in addition to their regular pay for the period of shift work, fifty cents (\$.50) per hour for the second shift and fifty-five cents (\$.55) per hour for the third shift.
- 10.9 The College will maintain the flexible spending plan as permitted under Section 125 of the Internal Revenue Service regulations.
- 10.10 Paid Time Off Compensation for Part-Time Employees
1. Part-time ESPA employees will be granted paid time off (PTO.) This time will be added to their balance every three (3) months (September, December, March, and June.) The amount of time will be based on the average biweekly hours worked during the prior three (3) months.
 2. Part-time bargaining unit members who are employed for a minimum of twelve (12) months and consistently work a minimum of nineteen (19) to fifty-nine (59) hours biweekly shall be eligible for consideration for paid time off. Hours shall be monitored by Payroll during a measurement period beginning with the first day of a

new quarter (i.e., September 1st, December 1st, March 1st, and June 1st) closest to the employee achieving twelve (12) months of employment.

3. The accrual schedule will be as follows:

19 – 38 average biweekly hours four (4) hours per month
39 – 59 average biweekly hours eight (8) hours per month

4. The employees will be allowed carryover days with the allowable carryover amounts of:

19 – 38 average biweekly hours ninety-two (92) hours
39 – 59 average biweekly hours one hundred fifty-six (156) hours

5. Unused PTO may be carried over to the next academic year in an amount up to one hundred fifty-six (156) hours. Upon termination of part-time assignment, accruals will be paid out.

6. Employees transferring from part-time to full-time will have accrued time transferred to their vacation accrual for new appointment. If new position does not accumulate vacation, accrued time will be paid out.

7. This PTO may be used during their regularly scheduled time as approved by their supervisor. The PTO cannot be used to exceed their normal biweekly hours. The time accrued cannot be used to grant extra service credit in the NYS & Local Employees Retirement System.

SCHEDULE B

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

Work Dates

August 1 - May 31

Holidays (College closed)

New Year's Day
Martin Luther King Day
Memorial Day
~~Independence Day~~
Labor Day
Columbus Day
Thanksgiving Day
The Day after Thanksgiving
Christmas

Floating Holidays (College Open)

Lincoln's Birthday
Washington's Birthday
~~June 19th~~
Election Day
Veterans' Day
The day before Thanksgiving

Note: Compensatory holidays must be used by May 31st of the year in which they are earned.

Vacation

Monthly accrual in hours August 1-May 31
(17.5 days) (131.3 hours)

Vacation Carryover

Up to 26.5 days

Sick Leave

Accrue 1 day/month Aug-May for total of 10 days/year.

Sick Bank

No difference

Bereavement Leave

No difference

Leave without Pay

No difference

Military Leave

No difference

Legal Leave

No difference

Temporary Employees

No difference

Educational Leave	No difference
Long Term Disability	No difference
Educational Improvement Opportunities	No difference
Payment of Compensation	Employees will be paid on a 10-month schedule
Health Insurance	Employee share paid over 10 months at 12 month rate with additional amount payable at last check.
Life Insurance	Employee share paid over 10 months at 12 month rate with additional amount payable at last check.
Longevity	No difference
<u>Dental Insurance</u>	<u>Employee share paid over ten (10) months at 12-month rate with an additional amount payable at last check.</u>
<u>Vision Insurance</u>	<u>Employee share paid over ten (10) months at 12-month rate with an additional amount payable at 2nd pay in May.</u>
<u>Union Dues</u>	<u>Employee share paid over ten (10) months at 12-month rate with an additional amount payable at last check.</u>

SCHEDULE C
BOC ESPA MINIMUMS

SEE NOTE BELOW REGARDING HOURLY
RATES/ANNUALIZED AMOUNT

TITLE	GRADE	261 DAYS		261 DAYS		261 DAYS		261 DAYS		261 DAYS		261 DAYS	
		HOURLY Amount	Annualized	HOURLY Amount	Annualized	HOURLY Amount	Annualized	HOURLY Amount	Annualized	HOURLY Amount	Annualized	HOURLY Amount	Annualized
CLERK	6	\$15.54	30,419.55	\$15.85	31,026.38	\$16.17	31,692.78	\$16.49	32,279.18	\$16.82	32,799.00	\$17.16	33,590.70
CUSTOMER WORKER*	6	\$15.54	32,447.52	\$15.85	33,096.80	\$16.17	33,762.96	\$16.49	34,431.12	\$16.82	34,985.60	\$17.16	35,830.08
LIBRARY CLERK	6	\$15.54	30,419.55	\$15.85	31,026.38	\$16.17	31,692.78	\$16.49	32,279.18	\$16.82	32,799.00	\$17.16	33,590.70
ACCOUNT CLERK	7	\$16.11	31,535.33	\$16.43	32,161.73	\$16.76	32,807.70	\$17.10	33,473.25	\$17.44	34,008.00	\$17.79	34,823.93
ACCOUNT CLERK TYPIST	7	\$16.11	31,535.33	\$16.43	32,161.73	\$16.76	32,807.70	\$17.10	33,473.25	\$17.44	34,008.00	\$17.79	34,823.93
Duplicating Center Worker	7	\$16.11	31,535.33	\$16.43	32,161.73	\$16.76	32,807.70	\$17.10	33,473.25	\$17.44	34,008.00	\$17.79	34,823.93
MAINTENANCE WORKER*	7	\$16.11	33,637.68	\$16.43	34,301.84	\$16.76	34,994.88	\$17.10	35,704.80	\$17.44	36,275.20	\$17.79	37,145.52
TELEPHONE OPERATOR	7	\$16.11	31,535.33	\$16.43	32,161.73	\$16.76	32,807.70	\$17.10	33,473.25	\$17.44	34,008.00	\$17.79	34,823.93
KEYBOARD SPECIALIST	8	\$16.69	32,670.68	\$17.02	33,316.65	\$17.36	33,982.20	\$17.71	34,667.33	\$18.06	35,217.00	\$18.42	36,057.15
SENIOR CLERK	8	\$16.69	32,670.68	\$17.02	33,316.65	\$17.36	33,982.20	\$17.71	34,667.33	\$18.06	35,217.00	\$18.42	36,057.15
SENIOR LIBRARY CLERK	8	\$16.69	32,670.68	\$17.02	33,316.65	\$17.36	33,982.20	\$17.71	34,667.33	\$18.06	35,217.00	\$18.42	36,057.15
TYPIST	8	\$16.69	32,670.68	\$17.02	33,316.65	\$17.36	33,982.20	\$17.71	34,667.33	\$18.06	35,217.00	\$18.42	36,057.15
ATHLETIC EQUIPMENT WORKER*	9	\$17.37	36,268.56	\$17.72	36,999.36	\$18.07	37,730.16	\$18.43	38,481.84	\$18.80	39,104.00	\$19.18	40,047.84
REORDER	9	\$17.37	36,268.56	\$17.72	36,999.36	\$18.07	37,730.16	\$18.43	38,481.84	\$18.80	39,104.00	\$19.18	40,047.84
REORDER	9	\$17.37	34,001.78	\$17.72	34,686.90	\$18.07	35,372.03	\$18.43	36,076.73	\$18.80	36,660.00	\$19.18	37,544.85
STUDENT RECORDS SPECIALIST	9	\$17.37	34,001.78	\$17.72	34,686.90	\$18.07	35,372.03	\$18.43	36,076.73	\$18.80	36,660.00	\$19.18	37,544.85
LABORATORY ASSISTANT*	10	\$18.05	37,688.40	\$18.41	38,440.08	\$18.78	39,212.64	\$19.16	40,006.08	\$19.54	40,643.20	\$19.93	41,613.84
MAINTENANCE MECHANIC*	10	\$18.05	37,688.40	\$18.41	38,440.08	\$18.78	39,212.64	\$19.16	40,006.08	\$19.54	40,643.20	\$19.93	41,613.84
PAINTER*	11	\$18.77	39,191.76	\$19.15	39,985.20	\$19.53	40,778.64	\$19.92	41,592.96	\$20.32	42,265.60	\$20.73	43,284.24
CUSTOMER SUPERVISOR*	11	\$18.77	36,742.28	\$19.15	37,486.13	\$19.53	38,229.88	\$19.92	38,993.40	\$20.32	39,624.00	\$20.73	40,578.98
SENIOR REORDER	11	\$18.77	39,191.76	\$19.15	39,985.20	\$19.53	40,778.64	\$19.92	41,592.96	\$20.32	42,265.60	\$20.73	43,284.24
CAMPUS SAFETY OFFICER*	13	\$20.33	42,449.04	\$20.74	43,305.12	\$21.15	44,161.20	\$21.57	45,038.16	\$22.00	45,760.00	\$22.44	46,854.72
PRINCIPAL ACCOUNT CLERK	13	\$20.33	39,795.98	\$20.74	40,598.55	\$21.15	41,401.13	\$21.57	42,223.28	\$22.00	42,900.00	\$22.44	43,926.30
SECRETARY	13	\$20.33	39,795.98	\$20.74	40,598.55	\$21.15	41,401.13	\$21.57	42,223.28	\$22.00	42,900.00	\$22.44	43,926.30
SENIOR Duplicating Machine Operator	13	\$20.33	39,795.98	\$20.74	40,598.55	\$21.15	41,401.13	\$21.57	42,223.28	\$22.00	42,900.00	\$22.44	43,926.30
SENIOR MAINTENANCE MECHANIC*	13	\$20.33	42,449.04	\$20.74	43,305.12	\$21.15	44,161.20	\$21.57	45,038.16	\$22.00	45,760.00	\$22.44	46,854.72
STENOGRAPHIC SECRETARY	13	\$20.33	42,449.04	\$20.74	43,305.12	\$21.15	44,161.20	\$21.57	45,038.16	\$22.00	45,760.00	\$22.44	46,854.72
STUDENT ACCOUNTS SPECIALIST	13	\$20.33	39,795.98	\$20.74	40,598.55	\$21.15	41,401.13	\$21.57	42,223.28	\$22.00	42,900.00	\$22.44	43,926.30
MAINTENANCE SUPERVISOR*	14	\$21.17	44,202.96	\$21.59	45,079.92	\$22.02	45,977.76	\$22.46	46,896.48	\$22.91	47,652.80	\$23.37	48,796.56
SENIOR DATA ENTRY MACHINE OPERATOR	14	\$21.17	41,440.28	\$21.59	42,262.43	\$22.02	43,104.15	\$22.46	43,965.45	\$22.91	44,674.50	\$23.37	45,746.78
ACCOUNTANT	16	\$22.94	44,905.05	\$23.40	45,805.50	\$23.87	46,725.53	\$24.35	47,665.13	\$24.84	48,438.00	\$25.34	49,603.05
OFFICE MANAGER	16	\$22.94	44,905.05	\$23.40	45,805.50	\$23.87	46,725.53	\$24.35	47,665.13	\$24.84	48,438.00	\$25.34	49,603.05
SR. COMPUTER OPERATOR	16	\$22.94	44,905.05	\$23.40	45,805.50	\$23.87	46,725.53	\$24.35	47,665.13	\$24.84	48,438.00	\$25.34	49,603.05
PAYROLL SUPERVISOR	17	\$23.93	48,842.98	\$24.41	49,782.58	\$24.90	50,739.55	\$25.40	51,720.50	\$25.91	52,708.50	\$26.43	53,968.28
SENIOR ACCOUNTANT	18	\$24.41	48,842.98	\$24.90	49,782.58	\$25.40	50,739.55	\$25.91	51,720.50	\$26.43	52,708.50	\$26.97	54,990.00
COMPUTER OPERATIONS SUPERVISOR	19A	\$26.06	51,012.45	\$26.58	52,030.35	\$27.11	53,067.83	\$27.65	54,124.88	\$28.20	54,990.00	\$28.76	56,297.70
CAMPUS PEACE OFFICER (TRAINING)*	19A	\$23.23	48,504.24	\$23.69	49,444.72	\$24.16	50,446.08	\$24.64	51,446.32	\$25.13	52,270.40	\$25.63	53,515.44
PURCHASING AGENT	20	\$27.22	53,891.28	\$27.76	54,977.04	\$28.31	56,083.68	\$28.86	57,211.20	\$29.47	58,136.00	\$30.06	59,528.88
PLUMBER*	20	\$29.46	61,512.48	\$30.05	62,744.40	\$30.65	63,997.20	\$31.26	65,270.88	\$31.89	66,331.20	\$32.53	67,922.64
ELECTRICIAN*	23	\$29.46	61,512.48	\$30.05	62,744.40	\$30.65	63,997.20	\$31.26	65,270.88	\$31.89	66,331.20	\$32.53	67,922.64

